

MG01

Particulars of a mortgage or charge

222307/182



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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  
register particulars of a charge for a  
company. To do this, please  
use form MG01s

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COMPANIES HOUSE

1

**Company details**

Company number

3 9 9 3 1 7 8

Company name in full

Kew Green Hotels Limited

(the "Charging Company")



**Filling 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

d0 d4 m0 m3 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

Debenture dated 4 March 2011 made between the Charging Company and others  
in favour of Bank of Scotland plc (in its capacity as Security Agent for  
the Beneficiaries) (as defined in the Continuation Pages to Section 6 of  
this Form MG01) (the "Debenture").

4

**Amount secured**

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

Amount secured

The Secured Sums (as defined in the Continuation  
Pages to Section 6 of this Form MG01).

References to any Finance Document (as defined in  
the Continuation Pages to Section 6 of this Form  
MG01) includes references to such Finance Document  
as varied in any manner from time to time, even if  
changes are made to the composition of the parties  
to such document or to the nature or amount of any  
facilities made available under such document.

**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 (in its capacity as Security Agent for the Beneficiaries)

155 Bishopsgate, London

Postcode E C 2 M 3 Y B

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

In this Section 6, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Form MG01 to the Debenture or to any other document (including any Finance Document) include references to the Debenture, or to such other document, as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.

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 Debenture and which must be read as part of those charges.

**The Debenture creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets, as follows:**

**Particulars of property mortgaged or charged**

1. As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, assigned absolutely to the Security Agent:
  - (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies,
  - (b) all its rights, title and interest from time to time in respect of the Hedging Agreements, and
  - (c) to the extent not expressly prohibited under the terms of each such agreement, all its rights, title and interest from time to time in respect of the Management Services Agreements.

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

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Please give the short particulars of the property mortgaged or charged

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Short particulars

2. As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Agent

(a) by way of legal mortgage, all Land in England and Wales vested in it at the Debenture Date and registered at the Land Registry or which will be subject to registration at the Land Registry upon the execution and delivery of the Debenture, in each case as described below:

Property	Title Number	Date of Lease	Registered Proprietor	Parties
Holiday Inn Hotel, Leamington Spa	Freehold WK321464  Leasehold WK418859	24/10/2004	Kew Green  (SCP) Limited (formerly known as Square Circle Properties Limited) (registered in Jersey with number 88790)	(1) Whitbread (G C.) Limited  (2) Swift Hotels Limited  (3) Square October 2 Limited and Square October 3 Limited
Holiday Inn Hotel, Tong Land, Leeds / Bradford	Freehold WYK431942  Leasehold WYK780006	24/10/2004	Kew Green  (SCP) Limited (formerly known as Square Circle Properties Limited) (registered in Jersey with number 88790)	(1) Chriswe 11 Properties Limited  (2) Swift Hotels Limited  (3) Square October 2 Limited and Square October 3 Limited

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Holiday Inn Hotel, Brayford Wharf North, Lincoln	Freehold LL52425  Leasehold LL249116	24/10/2004	Kew Green (SCP) Limited (formerly Known as Square Circle Properties Limited) (registered in Jersey with number 88790)	(1) Whitbread (G.C )  (2) Swift Hotels Limited  (3) Square October 2 Limited and Square October 3 Limited
Holiday Inn Hotel, Church Street, Chalvey, Slough	Leasehold BK286277	30/3/1990	Kew Green (SCP) Limited (formerly known as Square Circle Properties Limited) (registered in Jersey with number 88790)	(1) Slough Borough Council  (2) Allied Innkeepers (UK) Limited
Holiday Inn, Milton Keynes, East M1, Junction 14	Freehold BM104580  Leasehold BM296961	25/10/2004	Kew Green (SCP) Limited (formerly known as Square Circle Properties Limited) (registered in Jersey with number 88790)	(1) Chriswell Properties Limited  (2) Swift Hotels Limited

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Holiday Inn, 22 The Havers, Ipswich	Freehold SK87863  Leasehold SK258184	25/10/2004	Kew Green (SCP) Limited (formerly known as Square Circle Properties Limited) (registered in Jersey with number 88790)	(1) Whitbread Group Limited  (2) Swift Hotels Limited  (3) Square October 2 Limited and Square October 3 Limited
Courtyard Marriot Hotel, West Bawtry Road, Rotherham	Leasehold SYK270398	27/02/1989	Kew Green (SCP) Limited (formerly known as Square circle Properties Limited) (registered in Jersey with number 88790)	(1) The Duke of Norfolk and Others  (2) Keron Johnson
Holiday Inn, High Street, Flore, Daventry NN7 4LP	Freehold NN103527  Leasehold NN250309	25/10/2004	Kew Green (SCP) Limited (formerly known as Square Circle Properties Limited) (registered in Jersey with number 88790)	(1) Chriswell Properties Limited  (2) Swift Hotels Limited  (3) Square October 2 Limited and Square October 3 Limited

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Holiday Inn, Bedford Road, Northampton NN4 7YF	Freehold NN132555  Leasehold NN250310	25/10/2004	Kew Green (SCP) Limited (formerly known as Square Circle Properties Limited) (registered in Jersey with number 88790)	(1) Whitbread (G.C.) Limited  (2) Swift Hotels Limited  (3) Square October 2 Limited and Square October 3 Limited
Holiday Inn, Bath Road, Padworth, Reading RG7 5HT	Freehold BK314152  Leasehold BK393098	25/10/2004	Kew Green (SCP) Limited (formerly known as Square Circle Properties Limited) (registered in Jersey with number 88790)	(1) Thomas Wethered & Sons Limited  (2) Swift Hotels Limited  (3) Square October 2 Limited and Square October 3 Limited
Holiday Inn, London Road, Ryton-on- Dunsmore, Coventry CV8 3DY	Freehold WK289438  Leasehold WK418860	25/10/2004	Kew Green (SCP) Limited (formerly known as Square Circle Properties Limited) (registered in Jersey with number 88790)	(1) Whitbread Group Plc  (2) Swift Hotels Limited  (3) Square October 2 Limited and Square October 3 Limited

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**Short particulars of all the property mortgaged or charged**

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Please give the short particulars of the property mortgaged or charged

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Holiday Inn on the side of Carrow Road, Norwich	Leasehold NK362777	30/05/2007	Kew Green Hotels (Norwich) Limited	(1) Kerrison Hotel Limited (2) Kew Green Hotels (Norwich) Limited (CRN: 5429134) (3) Kew Green Hotels Limited (CRN: 03993178)
Days Hotel, Regent Street, Luton	Leasehold BD235092	28/11/2003	Kew Green Hotels (Luton) Limited	(1) Abbeygate (Regent Street Hotel) LLP (2) Fenshelf 217 Limited
Express Holiday Inn, Chapel Bar, Nottingham	Leasehold NT393464	02/02/2004	Kew Green Hotels (Nottingham) Limited	(1) The Royal London Mutual Insurance Society Limited (2) Kew Green hotels (Nottingham) Limited (3) Kew Green Hotels Limited
Days Hotel, Silkwood Park, Wakefield	Leasehold WYK741291 Leasehold WYK851285	02/06/2003	Kew Green Hotels (Wakefield) Limited	(1) Wakefield Leisure Limited (2) Kew Green Hotels (Wakefield) Limited (3) Kew Green Hotels Limited

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Please give the short particulars of the property mortgaged or charged

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The Express by Holiday Inn, Minerva Crescent, Gun Wharf Quays, Portsmouth, Hampshire PO1 3TD	Leasehold PM11207	07/11/2003	Kew Green Hotels (Portsmouth) Limited	(1) The Berkeley Festival Waterfront Company Limited  (2) Kew Green Hotels (Portsmouth) Limited  (3) Kew Green Hotels Limited
Hotel, The Country Ground, Off Sir Frank Whittle Road, Derby DE21 7DA	Leasehold DY372001	19/01/2004	Kew Green Hotels (Derby) Limited	(1) Broomco (9000) Limited  (2) Kew Green Hotels (Derby) Limited  (3) Kew Green Hotels Limited
Phase 2 Aerodrome Complex, Speke, Liverpool	Leasehold MS456322	21/02/2002	Neptune Hotels Limited	(1) Speke Garston Developments Limited  (2) Neptune Whitbread Hotels Limited

(b) by way of legal mortgage, all other Land in England and Wales vested in it at the Debenture Date and not registered at the Land Registry;

(c) by way of fixed charge:

(1) all other Land which is at the Debenture Date, or in the future becomes, its property;



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- (11) all interests and rights in or relating to Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to it;
- (111) all plant and machinery at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 3 2;
- (1v) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
- (v) all Specified Investments which are its property at the Debenture Date, including all proceeds of sale derived from them;
- (v1) all Specified Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
- (v11) all Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Specified Investments;
- (v111) all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Specified Investments;
- (1x) all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture;
- (x) all its goodwill and uncalled capital for the time being;
- (x1) [intentionally left blank;]
- (x11) all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;

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Short particulars	<p>(xiii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;</p> <p>(xiv) the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,</p> <p>(xv) all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;</p> <p>(xvi) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(xi) to (xv) inclusive of Clause 3.2;</p> <p>(xvii) all trade debts at the Debenture Date or in the future owing to it;</p> <p>(xviii) [intentionally left blank;]</p> <p>(xix) all other debts at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;</p> <p>(xx) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3.1 (Assignments);</p> <p>(xxi) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account;</p> <p>(xxii) any beneficial interest, claim or entitlement it has to any pension fund at the Debenture Date or in the future,</p> <p>(xxiii) all rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Debenture;</p>	

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Short particulars	<p>(xxiv) all moneys at any time standing to the credit of any Holding Account and/or Mandatory Prepayment Account, and</p> <p>(xxv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.</p> <p>3. As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Agent by way of floating charge:</p> <p>(a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security referred to in paragraph 1 above or charged by any fixed charge referred to in paragraph 2 above, including any Assets comprised within a charge which is reconverted under Clause 4.4 (<i>Reconversion</i>), and</p> <p>(b) without exception, all its Assets in so far as they are for the time being situated in Scotland,</p> <p>but in each case so that the Charging Company shall not create any Security over any such Asset (whether having priority over, or ranking <i>pari passu</i> with or subject to, this floating charge) or take any other step referred to in Clause 7 (<i>Negative pledge and other restrictions</i>) with respect to any such Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document).</p> <p style="text-align: center;"><b>Covenants and Restrictions in the Debenture</b></p> <p>1. By Clause 6.1 (<i>Collection Account</i>), the Charging Company agreed, except where moneys are to be paid into a Mandatory Prepayment Account or Holding Account in accordance with the terms of any other Finance Document, that it would collect and realise all its Receivables and, immediately on receipt, pay all money so collected into:</p> <p>(a) such specially designated account(s) with the Security Agent as the Security Agent may from time to time direct; or</p> <p>(b) such other account(s) with such other bank as the Security Agent may from time to time direct,</p> <p>(each such account together with all additions to or renewals or replacements thereof (in whatever currency) being a "<b>Collection Account</b>") and that it would, pending such payment, hold all money so received upon trust for the Security Agent</p>	

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2. By Clause 6.3 (*No derogation*), the Charging Company agreed not to purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery, other than in relation to the commutation of Receivables with its customers in the ordinary course of business
3. By Clause 7 (*Negative pledge and other restrictions*), the Charging Company agreed that it would not, without the prior written consent of the Security Agent (and with the exception of Permitted Security):
  - (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
  - (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so
4. By Clause 11.2 (*Negative covenants*), the Charging Company agreed that without the prior written consent of the Security Agent it would not (amongst other things)
  - (a) exercise any power of leasing in relation to its Land, or accept surrenders of leases of any of its Land or agree to do so;
  - (b) extend, renew on substantially different terms or vary any lease or tenancy agreement or give any licence to assign or underlet in relation to its Land to the extent that it would be reasonably likely to materially adversely effect its value or the value of the Security constituted by the Debenture; or
  - (c) other than as permitted under the Facilities Agreement, share the occupation of any of its Land with any other person or agree to do so
5. By Clause 12.2 (*Negative covenants*), the Charging Company agreed that it shall not, without the prior written consent of the Security Agent, (other than as expressly permitted by the Finance Documents)
  - (a) sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, or purport or agree to do so or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights;
  - (b) enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any Intellectual Property Rights on

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the occurrence or non-occurrence of any future event or circumstance whatever,

- (c) amend the specification of any registered trade mark included in its Intellectual Property Rights or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered; or
- (d) amend the specification or drawings referred to in any granted patent.

#### Definitions

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

**"Account Bank"** means Bank of Scotland plc of 3rd Floor New Uberior House, 11 Earl Grey Street, Edinburgh EH3 9BN or such other bank as the Security Agent may from time to time specify

**"Assets"** means all the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them

**"Beneficiary"** means each Senior Finance Party and each Hedge Counterparty.

**"Chargor"** means each company named below and (with effect from its accession) each other company which executes a deed of accession and charge and any company which subsequently adopts the obligations of a Chargor:

Name of Chargor	Registered Number
Kew Green Holdings Limited	07449686
Kew Green Hotels Limited	04395508
Kew Green Hotels (Wakefield) Limited	04395508
Kew Green Hotels (Derby) Limited	04395359
Kew Green Hotels (Nottingham) Limited	04382287
Kew Green Hotels (Portsmouth) Limited	04444251

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Kew Green Hotels (Luton) Limited	05032039
Kew Green (Square) Limited	05264381
Kew Green (Norwich) Limited	05439154
Kew Green (Speke) Limited	06544777
Neptune Hotels Limited	03691485
Kew Green (Management) Limited	07108682
Kew Green (SCP) Limited	Jersey 88790

"**Debenture Date**" means 4 March 2011.

"**Derivative Rights**" includes:

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments; and
- (c) stock, shares and securities offered in addition to or in substitution for any Investments.

"**Facilities Agreement**" means the facilities agreement originally dated 30 October 2008 between Kew Green Hotels Limited as the Company, the companies listed as Original Borrowers, the companies listed as Original Guarantors, Bank of Scotland plc, Barclays Capital and Lloyds TSB Bank PLC as Arrangers, the financial institutions listed as Original Lenders and Bank of Scotland plc as Agent and Security Agent (each term as defined therein) as amended and restated on or about the Debenture Date.

"**Finance Document**" means each Senior Finance Document and each Hedging Agreement.

"**Fixed Security Asset**" means an Asset for the time being comprised within an assignment created by Clause 3.1 (*Assignments*) or within a mortgage or fixed charge created by Clause 3.2 (*Fixed security*) or arising on crystallisation of a floating charge whether under Clause 4 (*Crystallisation*) or otherwise.

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**"Group"** means the Parent and its Subsidiaries from time to time.

**"Hedge Counterparty"** has the meaning given to that term in the Intercreditor Agreement

**"Hedging Agreement"** has the meaning given to that term in the Intercreditor Agreement

**"Holding Account"** has the meaning given to that term in the Facilities Agreement

**"Insurance Policies"** means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company (to the extent of its interest) in which the Charging Company has an interest at any time.

**"Intercreditor Agreement"** has the meaning given to that term in the Facilities Agreement.

**"Intellectual Property"** means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights.

**"Intellectual Property Rights"** means all and any of the Charging Company's Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to paragraphs (c) (xi) to (xvi) inclusive of Clause 3 2 (*Fixed security*).

**"Investments"** means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise.

**"Land"** means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

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**"Management Services Agreement"** means each management services agreement listed below and each other agreement for the provision of management services entered into by any Chargor from time to time.

**Description**

**"Stansted Management Services Agreement"** means the agreement dated 23 August 2008 and made between Kew Green VCT (Stansted) Limited (1) Kew Green Hotels (Stansted) Limited (2) in respect of the provision of management services by the Company to Kew Green VCT (Stansted) Limited

**"Walsall Management Services Agreement"** means the agreement dated 22 February 2011 and made between Hotel Operations Walsall Limited as Operator (1) Kew Green Hotels (Management) Limited as Manager (2) Kew Green Hotels Limited as Manager Guarantor (3) and Canada Life European Real Estate Limited as Operator Guarantor (4) in respect of the provision of hotel management services (each term as defined therein).

**"Walsall Refurbishment Services Agreement"** means the agreement dated 22 February 2011 and made between Canada Life Limited as Owner (1) Kew Green Hotels (Management) Limited as Manager (2) and Kew Green Hotels Limited as Manager Guarantor (3) in respect of the provision of hotel refurbishment services (each term as defined therein)

**"Richmond Management Services Agreement"** means the agreement dated 21 December 2009 and made between Richmond Hill Hotel (Operations) Limited as Owner (1), Kew Green Hotels (Management) Limited as Manager (2) and Kew Green Hotels Limited as Guarantor (3) in respect of the provision of hotel management services (each term as defined therein)

**"Mandatory Prepayment Account"** has the meaning given to that term in the Facilities Agreement.

**"Parent"** means Kew Green Holdings Limited a limited liability company incorporated under the laws of England and Wales with registered number 07449686

**"Permitted Security"** has the meaning given to that term in the Facilities Agreement

**"Receivables"** means all the Charging Company's sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 3.2 (Fixed security)

**"Secured Sums"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with:



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- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document; and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents.

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**"Security Agent"** means Bank of Scotland plc acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents.

**"Senior Finance Document"** means the Facilities Agreement, the Amendment and Restatement Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, the Intercreditor Agreement, the Hedging Letter, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as such by the Agent and the Parent (each term as defined in the Facilities Agreement).

**"Senior Finance Party"** means the Agent, the Security Agent, the Arrangers, the Lenders and any Ancillary Lender (each as defined in the Facilities Agreement).

**"Specified Investments"** means, in relation to the Charging Company, all Investments which at any time:

- (a) represent a holding in a Subsidiary of the Charging Company or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Act "30 per cent or more" were substituted for "a majority";
- (b) are held in the name of the Security Agent or its nominee or to its order; or
- (c) the Charging Company has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee,

**MG01 - continuation page**  
Particulars of a mortgage or charge

**6**

**Short particulars of all the property mortgaged or charged**

CONTINUATION PAGE

Please give the short particulars of the property mortgaged or charged

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Short particulars

and includes, without limitation, the Investments listed below

Chargor	Specified Investment
Kew Green Hotels Limited	One ordinary Share of £1 being the entire issued share capital of Kew Green Hotels (Wakefield) Limited (registered number 04395508)
	One ordinary Share of £1 being the entire issued share capital of Kew Green Hotels (Derby) Limited (registered number 04395359)
	One ordinary Share of £1 being the entire issued share capital of Kew Green Hotels (Nottingham) Limited (registered number 04382287)
	One ordinary Share of £1 being the entire issued share capital of Kew Green Hotels (Portsmouth) Limited (registered number 04444251)
	One ordinary Share of £1 being the entire issued share capital of Kew Green Hotels (Luton) Limited (registered number 05032039)
	One ordinary Share of £1 being the entire issued share capital of Kew Green Hotels (Square) Limited (registered number 05264381)
	One ordinary Share of £1 being the entire issued share capital of Kew Green Hotels (Norwich) Limited (registered number 05439154)
	One ordinary Share of £1 being the entire issued share capital of Kew Green Hotels (Speke) Limited (registered number 06544777)
	One hundred (100) ordinary Shares of £1 each being the entire issued share capital of Kew Green Hotels (Management) Limited (registered number 07108682)

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Particulars of a mortgage or charge

6

## Short particulars of all the property mortgaged or charged

CONTINUATION PAGE

Please give the short particulars of the property mortgaged or charged

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Short particulars

"**Subsidiary**" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006, and for this purpose if any shares are held by way of security and the beneficiary of that security (or a nominee of that beneficiary) is registered as a member of the relevant company such beneficiary or nominee shall be construed as a "person acting on behalf of" the undertaking providing that security for the purpose of section 1162(3)(b) of the Companies Act 2006, unless and until that security is realised

# MG01

## Particulars of a mortgage or charge

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### 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

Not applicable.

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### 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).

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### 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 F1JR/F3CCP/19558 08242

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

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



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

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

**COMPANY NO. 3993178  
CHARGE NO. 8**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 4 MARCH  
2011 AND CREATED BY KEW GREEN HOTELS LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH CHARGOR TO ALL OR ANY OF THE BENEFICIARIES 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 15 MARCH 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 MARCH 2011**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**