

MG01

Particulars of a mortgage or charge

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15/11/2011

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

COMPANIES HOUSE
For further information, please
refer to our guidance at
www.companieshouse.gov.uk

1 Company details

Company number 0 5 3 4 2 8 1 2

Company name in full Ability Hotels (Luton Inn) Limited (the "Company")

2 For official use

→ **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 0 9 1 1 2 0 1 1

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 made between the Company (1) and the Bank (2) (the "Debenture")

4 Amount secured

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

Amount secured

All moneys and discharge all obligations and liabilities where actual or contingent
now or hereafter due, owing or incurred to each of the Secured Parties by the Company
in whatever currency denominated whether on any banking or other account or
otherwise in any manner whatsoever (whether alone or jointly and in whatever style,
name or form and whether as principal or surety) including, without limitation, all
liabilities in connection with foreign exchange transactions, treasury transactions
(including without limitation interest rate and currency hedging) and other
derivatives transacting, accepting, endorsing or discounting any notes or bills, or
under bonds, guarantees, indemnities, documentary or other credits or any instruments
whatsoever from time to time entered into by a Secured Party for or at the request of
the Company, and all amounts which may become payable or for which the Company may
become liable under this Debenture and together with interest to date of payment as
hereinafter provided, commission, fees and other charges and all legal and other
costs, charges and expenses, incurred by either Secured Party or any receiver in
relation to the Company or all or any part of the property, assets and rights for the
time being comprised in or subject to the charges contained in the Debenture (the
"Charged Property") on a full indemnity basis and also all losses and damages that
may be sustained, suffered or incurred by either Secured Party arising out of or in
connection with any act, matter or thing done or omitted to be done by the Company
under this Debenture or any document, arrangement or agreement between the Company
and either Secured Party or any disclaimer of any of its contracts, agreements or
arrangements or any of its liabilities or obligations to either Secured Party, and
also interest on the foregoing to the date of payment

(the "Secured Liabilities")

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 The Governor and Company of the Bank of Ireland as security trustee for itself and

Address for Bank of Ireland (UK) plc of Bow Bells House, 1 Bread Street

London together (the "Secured Parties") (the "Bank")

Postcode E C 4 M 9 B E

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

The Company charged and mortgaged with full title guarantee as continuing security with the payment to the Bank as trustee for the Secured Parties of all moneys agreed to be paid (including any expenses and charges arising out of or in connection with the acts or matters referred to in Clause 12 of of the Debenture) and with the discharge of all obligations and liabilities hereinbefore mentioned

Firstly - All the freehold or leasehold property described in the Schedule to the Debenture and all buildings, structures, fixtures (including trade fixtures) and fixed plant, machinery and equipment from time to time thereon.

Secondly All future freehold and leasehold property of the Company and all buildings, structures, fixtures (including trade fixtures) and fixed plant, machinery and equipment from time to time thereon

Thirdly All present and future goodwill and connection of all business carried on by or on behalf of the Company, any patents, trade marks, copyrights, registered designs and similar assets or rights for the time being owned or held by the Company including all fees, royalties and other rights derived therefrom or incidental thereto and any uncalled capital for the time being of the Company

Fourthly All book debts and other debts and all moneys whatsoever for the time being due, owing or payable to the Company, (including the benefit of any judgement or order to pay a sum of money) and the benefit of any mortgages, charges pledges, liens, rights of set off or any security interest whatsoever, howsoever created or arising, for the time being held by the Company in respect of any such debts or moneys and all cash deposits in any account of the Company with any person and all bills of exchange, promissory notes and negotiable instruments of any description at any time owned or held by the Company

Fifthly All shares and marketable securities and options to acquire such shares and marketable securities for the time being owned by the Company and all rights in respect of or incidental thereto including all dividends, interest and other distributions and all accretions, benefits and advantages

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- Sixthly All the right, title and interest of the Company to and in any proceeds of any present or future insurances
- Seventhly The undertaking and all other property, assets and rights of the Company whatsoever and wheresoever both present and future
- The Charge created shall as regards the property firstly, secondly, thirdly, fourthly, fifthly and sixthly described be a first fixed charge (and as regards all those parts of the property firstly and secondly described now and hereafter vested in the Company shall constitute a charge by way of legal mortgage thereon) and as to the property seventhly described and to the extent any property, assets and/or rights are not to have ceased to be effectively mortgaged or charged by way of first fixed charge shall be a floating charge but so that the Company shall not without the consent in writing of the Bank create any mortgage, debenture, charge, pledge or any security interest whatsoever upon and so that no lien or right of set off shall in any case or in any manner arise on or effect any part of the property described under Clause 4 of the Debenture ranking either in priority to or pari passu with the charge hereby created or which will rank after the charge contained in the Debenture save in each case for any of the same created or arising in favour of a Secured Party
- The Company hereby covenants with the Bank that during the continuance of this security the Company will at all times
- (a) except with the prior written consent of the Bank
 - (1) not transfer, sell, lease or otherwise dispose of any interest in the Charged Property or any other part thereof nor attempt nor agree so to do nor part with possession of nor grant any licence or right to occupy any of the freehold or leasehold property for the time being owned by the Company but so that the Company may dispose of property assets which are for the time being subject to the floating charge contained in Clause 4 of the Debenture by sale by way of bargain at arm's length in the usual course of the Company's day to day trading,
 - (11) not cause or permit any person to be registered under the Land Registration Acts as proprietor of the freehold or leasehold property for the time being owned by the Company,
 - (111) not vary, surrender, cancel, assign, sublet, charge or otherwise dispose to be forfeit or permit to be assigned, sublet or charged any lease affecting all or part of the freehold or leasehold property for the time being owned by the Company or agree to do so, whether such lease be the lease under which the Company hold the freehold or leasehold property for the time being owned by the Company or superior to or derived out of the Company's interest therein
 - (1v) not agree to any alteration in any amount payable or receivable by the Company in respect of the freehold or leasehold property for the time being owned by the Company by way of rent,
 - (v) not effect or concur in any variation of any of the terms of the documents referred to in the First Schedule to the Debenture,
 - (vi) not breach or make any application under the Town & Country Planning legislation or any laws or regulations intended to control or regulate the construction, demolition, alteration or change of use of land or buildings or to preserve or to protect the environment or the national heritage and not carry out any other development of the Charged Property,
 - (vii) not do or permit to be done on the freehold or leasehold property for the time being owned by the Company any act in writing or thing which will or might give rise to any charge to tax which may be or become

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

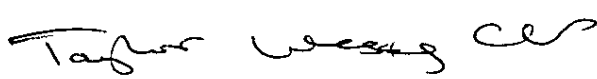
Short particulars

binding on any successor in title to or person deriving title under the Company,

- (viii) not make or cause or permit to be made any alteration to any freehold or leasehold property for the time being owned by the Company or carry out any development or change of use thereon,
- (ix) not negotiate, waive or settle any claim for compensation (whether payable under any enactment or otherwise) in respect of the compulsory acquisition of the freehold or leasehold property for the time being owned by the Company loss of or damage to such property or reduction in the value of such property,
- (x) not enter into any agreement with a local authority, local planning authority or other statutory authority containing any obligation or condition which is or may be or become enforceable against the Bank (or any person deriving title under the Bank) as a successor in title to or person deriving title under the Company or otherwise,
- (xi) not do or permit or suffer to be done any act or thing nor make any omission whereby the freehold or leasehold property for the time being owned by the Company may become subject to any statutory charge which or may be or become binding upon the Bank or any successor in title to or person deriving title under the Bank,
- (xii) not during the currency of appointment of any receiver do anything which the receiver is entitled to do (whether under the Debenture, at common law, by statute or otherwise),
- (xiii) not call up or receive in advance of calls any of the uncalled capital for the time being of the Company, and
- (xiv) not take and procure that its directors do not take any steps for the appointment of an administrator in respect of the Company.
- (xv) not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Bank and the Secured Parties of the security charged

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <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, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission, allowance or discount	Nil	
8	Delivery of instrument	
	<p>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 870)</p> <p>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 866) 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)</p>	
9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p>X  X</p>	
	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 UPXH/UGAM

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000



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 mortgage or charge
- ☒ 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



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

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

**COMPANY NO. 5342812
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 9 NOVEMBER
2011 AND CREATED BY ABILITY HOTELS (LUTON INN)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO EACH OF THE SECURED
PARTIES 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 NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 NOVEMBER
2011

D+



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES