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CHFP041

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

Please do not
write in
this margin

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

* Insert full name
of company

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

☐ ☐ ☐

06456146

Name of company

*HENDON HALL HOTEL LIMITED, a company incorporated in England and Wales with its registered office at Hand Picked Hotels, The Old Library, The Drive, Sevenoaks, Kent TN13 3AB (the **Chargor**)

Date of creation of the charge

25 February 2008

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

Debenture (the **Debenture**)

Amount secured by the mortgage or charge

All monies from time to time due or owing, and all obligations and other actual or contingent liabilities from time to time incurred, by the Borrower or any other Chargor to any Finance Party under the Finance Documents

(a) in whatever currency,

(b) whether due, owing or incurred alone or jointly with others or as principal, surety or otherwise, and

(c) including monies and liabilities purchased by or transferred to the relevant Finance Party,

(the **Secured Liabilities**)

and in relation to each Chargor, the **relevant Secured Liabilities** means the Secured Liabilities but excluding any money, obligation or liability which would cause the covenant on the part of that Chargor set out in Clause 2 1 of the Debenture (*Covenant to pay*) or the security which would otherwise be granted by that Chargor in the Debenture to be unlawful or prohibited by any applicable law or regulation

See Paper Apart 1 for definitions

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

BANK OF SCOTLAND plc, a company incorporated in Scotland (Registered Number SC327000) with its registered office at The Mound, Edinburgh
(the **Security Trustee**)

Postcode EH1 1YZ

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

Dundas & Wilson CS LLP
Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN

Time critical reference

AMG/ADCF/SJP/BOS001 3795

For official use (06/2005)

Mortgage Section

Post room

TUESDAY



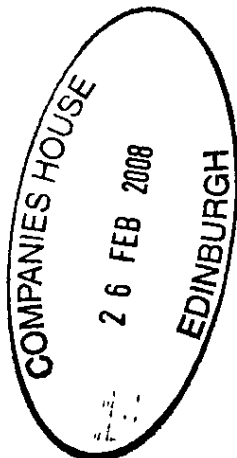
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S2DC9XJ8

26/02/2008

COMPANIES HOUSE

1951



Short particulars of all the property mortgaged or charged

See Paper Apart 2

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)

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Date 26/2/08

On behalf of [company] [mortgagee/chargee]

Notes

† Delete as
appropriate

- 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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ.

This is the Paper Apart 1 referred to in the foregoing Form 395 in respect of a Debenture dated 25 February 2008 by, *inter alios*, Hendon Hall Hotel Limited in favour of Bank of Scotland plc

In the foregoing Form 395 the following terms shall have the following meanings

Assigned Documents means the Sale and Purchase Agreement;

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

Borrower means Hand Picked Hotels Limited, a company incorporated in England and Wales (registered number 3760451) whose registered office is at The Old Library, The Drive, Sevenoaks, Kent TN13 3AB,

Chargors means the persons listed in Schedule 1 (*The Chargors*) to the Debenture (as set out in Paper Apart 4), each a **Chargor** and together the **Chargors**,

Debts means any book or other debt, revenue or claim (and the proceeds of any debt, revenue or claim) and the benefit of any Security Interest, guarantee or other right of any nature in relation to any of them and in relation to a Chargor, "its Debts" means all Debts in which it has any rights,

Facility Agreement means a term facility agreement dated 1 December 1999 and made, as amended and restated by amendment and restatement agreements entered into on 13 December 2002, 30 November 2005 and 25 February 2008, between (1) the Borrower (2) the Banks (as defined in the Facility Agreement) and (3) Bank of Scotland plc in various capacities including as Security Trustee under which the Banks have agreed to make available a term loan facility of up to £139,200,000 to the Borrower on the terms of the Facility Agreement as amended and restated,

Finance Documents has the meaning given to it in the Facility Agreement and includes the Facility Agreement and the Debenture,

Finance Parties has the meaning given to it in the Facility Agreement and includes the Banks (as defined in the Facility Agreement) and the Security Trustee,

IA means the Insolvency Act 1986;

Insurance Proceeds means any monies which may from time to time be payable to or received by any Chargor (whether as an insured party, beneficiary or as loss payee) under any Insurance and the proceeds of all claims made by the Chargor under any Insurance,

Insurances means the insurances, and any of them, required to be taken out from time to time in accordance with Clause 14.6 (*Insurances*) of the Facility Agreement,

Intellectual Property means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, right in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world and in relation to a Chargor, **its Intellectual Property** means all Intellectual Property in which it has any rights,

Investment means any share, stock, debenture, bond or other security or investment (in each case together with any associated dividend, interests and other assets) and in relation to a Chargor, **its Investments** means all Investments (including where applicable, those listed in Schedule 3 (*Specified Investments*) to the Debenture) in which it has any rights and all its rights against any trustee, fiduciary, custodian or clearing system with respect to any Investments,

Justices Licences has the meaning given to it in the Facility Agreement,

Mortgaged Properties has the meaning given to it in 1.1(a) (*Land*) of the Debenture (as set out at paragraph 1.1(a) of Paper Apart 2), **Mortgaged Property** means any of them and any reference to one or more of the Mortgaged Properties includes all or any part of it or each of them,

Original Mortgage Debenture has the meaning given to it in the Facility Agreement,

Party means a party to the Debenture,

Properties means the properties brief details of which are set out in Schedule 2 (*Properties*) to the Debenture (as set out at Paper Apart 3), **Property** means any of them and any reference to one or more of the Properties includes all or any part of it or each of them,

Receiver means any receiver, receiver and manager or administrative receiver appointed by the Security Trustee over all or any of the Secured Assets under the Debenture whether solely, jointly, severally or jointly and severally with any other person and includes any substitute for any of them appointed from time to time,

Sale and Purchase Agreement has the meaning given to it in the Facility Agreement,

Secured Assets means the Mortgaged Properties, the Assigned Documents, each Chargor's Investments, the Justices Licences and the other assets from time to time the subject of this Security, **Secured Asset** means any of them and any reference to one or more of the Secured Assets includes all or any part of it or each of them, and

Security Interest means any mortgage, charge (fixed or floating), pledge, lien, assignment, assignation, hypothecation or other for security interest or any other type of preferential right or arrangement (including set off, title transfer, title retention and trust arrangements), which confer security or the economic or commercial effect of which is similar to conferring security

This is the Paper Apart 2 referred to in the foregoing Form 395 in respect of a Debenture dated 25 February 2008 by, *inter alios*, Hendon Hall Hotel Limited in favour of Bank of Scotland plc

1. SECURITY

1.1 Fixed charges

As security for the payment and discharge of the relevant Secured Liabilities, the Chargor with full title guarantee charges to the Security Trustee by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Chargor as at the date of the Debenture will be a charge by way of first legal mortgage)

- (a) **Land** all of its rights as at the date of the Debenture in the Properties and all of its other rights in any land (excluding any land in Scotland or Jersey) (together the **Mortgaged Properties**) in each case together with all of its rights in all buildings, structures, erections, fixtures and fittings (including trade fixtures and fittings) from time to time on any of the Mortgaged Properties and any proceeds of disposal of any of the Mortgaged Properties,
- (b) **Chattels** all of its rights in any plant, machinery, vehicles, equipment and other chattels (but excluding its stock in trade or work in progress),
- (c) **Goodwill** any goodwill and uncalled capital from time to time and all of its rights to future calls in respect of capital,
- (d) **Bank accounts** all of its rights in any credit balances on any bank accounts and the indebtedness represented by them;
- (e) **Debts** all of its rights in its Debts,
- (f) **Shares and other Investments** all of its rights in its Investments,
- (g) **Intellectual property rights** all of its rights in its Intellectual Property,
- (h) **Licences** all licences, consents and other Authorisations held in connection with its business or the use of any Secured Assets and all of its rights in connection with them,

- (i) **Justices Licences** all of its right to recover and receive any compensation payable at any time on account of the non-renewal of the Justices Licences, and
- (j) **Other documents** all of its rights in any agreements, reports and other documents from time to time relating to all or any part of the Secured Assets, other than those assigned by Clause 1 2 of the Debenture

1.2 Assignments

As security for the payment and discharge of the relevant Secured Liabilities, the Chargor with full title guarantee assigns absolutely to the Security Trustee

- (a) **Insurance** all of its rights in its Insurances, including those relating to the Mortgaged Properties, and in any Insurance Proceeds, and
- (b) **Assigned Documents** all of its rights under the Assigned Documents

For the avoidance of doubt, the Chargor will remain at all times liable in respect of all of its obligations under each of the Assigned Documents to the same extent as if the Security had not been created and neither the Security Trustee, any other Finance Party nor any Receiver will be under any obligation or liability to the Chargor or to any other person under or in respect of any Assigned Document

1.3 Floating charge

As security for the payment and discharge of the relevant Secured Liabilities, the Chargor with full title guarantee charges to the Security Trustee by way of first floating charge the whole of its undertaking and other assets (other than assets validly and effectively charged or assigned (whether at law or in equity) pursuant to Clauses 1 1 and 1 2 of the Debenture by way of fixed security) Schedule B1, Paragraph 14 IA shall apply to the floating charge contained in the Debenture

1.4 Priority

To the extent that the Original Mortgage Debenture contains Security Interests over any of the Secured Assets, it is intended by the Parties that the Security Interests created by the Debenture over those Secured Assets shall rank equally in priority with the Security Interest over those Secured Assets created by the Original Mortgage Debenture, provided that the Security Trustee shall be entitled to exercise

any of its rights in respect of any Secured Assets under either the Original Mortgage Debenture or the Debenture without being required to exercise the same or any other right in respect of those Secured Assets under either the Original Mortgage Debenture or the Debenture

See Paper Apart 1 for definitions.

This is the Paper Apart 3 referred to in the foregoing Form 395 in respect of a Debenture dated 25 February 2008 by, *inter alios*, Hendon Hall Hotel Limited in favour of Bank of Scotland plc

SCHEDULE 2

DETAILS OF THE PROPERTIES

Part 1

AUDLEYS WOOD

(1) All that freehold property known as Audleys Wood Hotel, Alton Road, Cliddesden, Basingstoke, RG25 2JT including land at Audleys Close, Cliddesden, Basingstoke and East Lodge, Audleys Wood, Alton Road, Basingstoke, RG25 2JU and registered at the Land Registry under Title Numbers HP395596, HP550248 and HP332202 and (2) All that leasehold property known as the car parking spaces at Audleys Wood Hotel, Cliddesden, Basingstoke registered at the Land Registry under Title Number HP614848

Part 2

HENDON HALL

All that freehold property known as The Hendon Hall Hotel, Ashley Lane, Hendon, London, NW4 1HF registered at the Land Registry under Title Number MX444325

Part 3

NEW HALL

All that freehold property known as New Hall Hotel and the Bungalow, both part of New Hall Estate, Walmley Road, Sutton Coldfield, Birmingham, B76 1QX and registered at the Land Registry under Title Numbers WM362468 and WM357994

This is the Paper Apart 4 referred to in the foregoing Form 395 in respect of a Debenture dated 25 February 2008 by, *inter alios*, Hendon Hall Hotel Limited in favour of Bank of Scotland plc

SCHEDULE 1

The Chargors

Hand Picked Hotels Limited

Audleys Wood Hotel Limited

Audleys Wood Hotel (No 2) Limited

Hendon Hall Hotel Limited

Hendon Hall Hotel (No 2) Limited

New Hall Hotel Limited

New Hall Hotel (No 2) Limited



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

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

**COMPANY NO. 6456146
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 25
FEBRUARY 2008 AND CREATED BY HENDON HALL HOTEL
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE BORROWER OR ANY OTHER CHARGER TO
ANY FINANCE PARTY 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 26 FEBRUARY 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 MARCH 2008



Companies House
— for the record —



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

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