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COMPANIES FORM NO. 395

Particulars of a mortgage or charge

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

395

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

10

Company number

1641349

Name of company

*Conrad Phoenix (London) Limited ("the Customer")

Date of creation of the charge

29 December 2008

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

Legal charge ("the Legal Charge") made between the Customer and The Co-operative Bank p.l.c.
("the Bank")

Amount secured by the mortgage or charge

See Part 1 of the attached schedule ("the Schedule")

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

The Co-operative Bank p.l.c. (registered number 990937) whose registered office is PO Box 101,
1 Balloon Street, Manchester

Postcode

M60 4EP

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

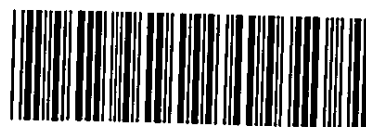
Macfarlanes LLP
20 Cursitor Street
London
EC4A 1LT

JCG/607635/3578318.1

For official Use
Mortgage Section

Post room

TUESDAY



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06/01/2009
COMPANIES HOUSE

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Short particulars of all the property mortgaged or charged

See Part 2 of the Schedule.

N.B. Part 3 of the Schedule contains details of certain covenants by and restrictions on the Customer which protect and further define the charges and which must be read as part of the charges created, but it is not exhaustive.

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

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Signed For and on behalf of Macfarlane Date 5 January 2009.

On behalf of mortgagee/chargee†

CLP

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 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 CF14 3UZ, DX: 33050 Cardiff

SCHEDULE

Schedule to the Form 395 in respect of the Charge given by the Customer in favour of the Bank dated 29 December 2008 (the "Charge")

Definitions

In this Schedule to the Form 395 the following words and expressions shall have the meanings respectively set out against them below:-

Customer's Indebtness: means all or any monies, obligations and liabilities which shall for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Customer whether actually or contingently, and whether solely or jointly with any other person, and whether as principal or surety, and whether or not the Bank shall have been an original party to the relevant transaction and including interest, discount, commission or other lawful charges and expenses which the Bank may, the course of its business charge in respect of any of those matters or for keeping the Customer's account(s), (and also including the costs, charges and expenses referred to in Clause 10) and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained or the insolvency of the Customer;

the Equipment: means all and fixed plant and machinery and other chattels and equipment now or in the future in, or about the Property, and includes any part or parts thereof;

Licence or Certificate: means (a) the premises licence(s), personal licence(s) and/or club premises certificate(s) relating to the Property and/or its management or operation under the Licensing Act 2003 and the Justice Licence or Registration Certificate (if any) relating to the Property prior to conversion under the Licensing Act 2003 and repeat of the Licensing Act 1964(b) for the licences or certificates (if any) necessary or desirable to carry on at or from the Property, the business or undertaking of the Customer;

Other Charged Assets: means the assets (if any) other than the Property charged by this Charge;

Property: means all the property referred to in the Annexure 1 to this Schedule together with all buildings and fixtures thereon;

Rental Sums: means all rents, profits, income, fees and other sums at any time payable by the lessees, and lessees, tenants or licencees to the Property to the Customer except any sums payable in respect of the services or insurance provided by the Customer in relation to such Property;

Part 1

Amount secured by the mortgage or charge

- 1 The Customer covenanted with the Bank that it will on demand pay or discharge the Customer's Indebtedness.
- 2 The Charge secures further advances made by the Bank.

Part 2

Short particulars of all the property mortgaged or charged

- 1 As a continuing security for the payment or discharge of the Customer's Indebtness, the Customer with full title guarantee charged to the Bank:
 - 1.1 by way of first legal mortgage, the Property or its proceeds of sale; and
 - 1.2 by way of floating charge the Equipment.
- 2 As a continuing security for the payment or discharge of the Customer's Indebtness, the Customer with full title guarantee assigned and agreed to assign to the Bank:
 - 2.1 the goodwill and indebtness of the business carried on at or from the Property;
 - 2.2 the benefit of all Licences or Certificates,
 - 2.3 the right to recover and receive any compensation payable in respect of all Licences or Certificates,to hold the same to the Bank absolutely subject to reassignment on redemption.
- 3 The Customer assigned to the Bank the Rental Sums together with the benefit of all rights and remedies of the Customer relating to them, subject to re-assignment on redemption.
- 4 The Customer with full title guarantee and as continuing security for payment and discharge of the Customer's Indebtedness assigned to the Bank all of its rights, title and interest in and to:
 - 4.1 the personal arrangements and covenants by the tenants, lessees or licences of the Property and by all guarantors and security held by the Customer in respect of the obligations of such tenants, lessees or licencees (including, without limiting the generality of the foregoing, all monies due and owing to the Customer or which may become due and owing to the Customer at any time in the future in connection therewith);
 - 4.2 all agreements now or from time to time entered into or to be entered into the sale, letting or other disposal or realisation of the whole or any part of the Property (including, without limiting the generality of the foregoing, all monies due and owing to the Customer or which may become due and owing to the Customer at any time in the future in connection therewith).

Part 3

Other restrictions

- 1 The Customer covenanted with the Bank that the Customer will not at any time, without the Bank's prior written consent:
 - 1.1 grant or accept (or contract to do so) the surrender of any lease, licence to occupy or franchise relating to the Property of, or agree any variation of the terms of any lease or part with or share occupation of the Property;
 - 1.2 create, or purport to create, any other mortgage, charge or lien on the Property or the Other Charged Assets;
 - 1.3 sell or dispose of the Property or any part of it (or contract to do so);
 - 1.4 sever or dispose of any fixed plant and machinery and other fixtures now or in the future in or about the Property, save in the ordinary course of repair or replacement.
- 2 The Customer covenanted with the Bank not without the previous consent in writing of the Bank to dispose of the Equipment, save in the ordinary course of business.

Annexure 1

Properties

The freehold land registered at the Land Registry with title numbers K138218 and SGL666398 known as Klinger Works, Edington Way and land lying to the West of Sandy Lane, Sidcup DA14 5AF.

PR4
35+



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1641349
CHARGE NO. 10

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 29
DECEMBER 2008 AND CREATED BY CONRAD PHOENIX
(LONDON) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE CO-OPERATIVE
BANK PLC ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 6 JANUARY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JANUARY 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES