

# 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

A fee of £10 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

18

1698769

Name of company

\* INTERNATIONAL HOTELIERS (UK) LIMITED (the "Company")

Date of creation of the charge

8th December, 1999

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

A supplemental debenture (the "Supplemental Debenture") between the  
Company and DePfa Deutsche Pfandbriefbank Aktiengesellschaft.

Amount secured by the mortgage or charge

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 Obligor to each Finance Party under each  
Finance Document. The term "Finance Document" includes all amendments  
and supplements (the "Secured Liabilities").

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

DePfa Deutsche Pfandbriefbank Aktiengesellschaft (the "Agent") (formerly  
Deutsche Pfandbrief- und Hypothekenbank Aktiengesellschaft) as agent and  
trustee for the Finance Parties (as defined below), 38 Lombard Street,  
London.

Postcode EC3V 9BS

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

Allen & Overy  
One New Change  
London  
EC4M 9QQ

MON/SCR/KVR/BK:702614.1

Time critical reference

For official Use  
Mortgage Section

Post room



A27  
COMPANIES HOUSE

0517  
16/12/99

Short particulars of all the property mortgaged or charged

By way of a first fixed charge all money standing to the credit of the Hoteliers Receipts Account and the debts represented by it.

See Continuation Sheet for definitions

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

Signed Allen Ovey

Date 15.12.99

On behalf of [company] [mortgagee/chargee] †

A fee of £10 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 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

Company Name: International Hoteliers (UK) Limited  
Cont. 1

Company No: 1698769

In this form 395:

**"Arranger"**

means DePfa Deutsche Pfandbriefbank Aktiengesellschaft.

**"Bank"**

means, subject to Clause 25.2 (Transfers by Banks) of the Credit Agreement, a bank or financial institution listed in Schedule 1 of the Credit Agreement.

**"Borrower"**

means Havana Holdings (UK) Limited (Registered No. 3513344).

**"Counterparty"**

means DePfa Deutsche Pfandbriefbank Aktiengesellschaft.

**"Credit Agreement"**

means the £90,000,000 credit agreement dated 5th May, 1998 between (among others) the parties to the Debenture as amended and supplemented by the Supplemental Agreement.

**"Debenture"**

means the debenture dated 5th May, 1998 between the Agent and the Obligors, and a reference to the Debenture shall include the First Supplemental Debenture and the Second Supplemental Debenture.

**"Deed of Priority"**

means the deed of priority dated 5th May, 1998 between National Bank of Kuwait (International) PLC and the Agent.

**"Fee Letter"**

means the letter dated 5th May, 1998 setting out the arrangement fee and the agency fee referred to in clause 19 (Fees) of the Credit Agreement.

**"Finance Document"**

means the Credit Agreement, the Debenture, the Subordination Deed, a Novation Certificate, a Mortgage of Shares, the Hedging Arrangement, the Fee Letter, the Margin Letter, the Deed of Priority, the Supplemental Debenture, the Supplemental Fee Letter, the Supplemental Agreement and any other document securing the obligations of any Obligor under the Credit Agreement or any other document designated as such by the Agent and the Borrower.

**"Finance Party"**

means the Arranger, a Bank, the Agent or the Counterparty.

Company Name: International Hoteliers (UK) Limited  
Cont. 2

Company No: 1698769

**"First Supplemental Debenture"**

means the supplemental debenture dated 10th August, 1999 executed by each Obligor in favour of the Agent.

**"Guarantor"**

means the Company, Primeairo Limited (Registered No. 2199203) and Churchill Group Limited (Registered No. 922947) (each a "Guarantor" and together the "Guarantors").

**"Hedging Arrangement"**

means any interest rate, swap, cap or other arrangement for the hedging of the interest payable by the Borrower under the Credit Agreement with the Counterparty.

**"Hoteliers Receipts Account"**

means an account in the name of the Company designated the Hoteliers Receipts Account.

**"Margin"**

means the percentage rate per annum determined in accordance with the Margin Letter.

**"Margin Letter"**

means the letter dated on or about 5th May, 1998 setting out the Margin.

**"Mortgage of Shares"**

means a mortgage of shares dated 5th May, 1998 executed between the Borrower and the Agent, or Primeairo Limited and the Agent, or International Hoteliers (UK) Limited and the Agent, each substantially in the form of Schedule 6 to the Credit Agreement.

**"Novation Certificate"**

has the meaning given to it in clause 25.3 (Procedure for novations) of the Credit Agreement.

**"Obligor"**

means the Borrower or a Guarantor.

**"Second Supplemental Debenture"**

means the supplemental debenture dated 8th December, 1999 executed by the Company in favour of the Agent which accompanies this Form 395.

**"Subordination Deed"**

means the subordination deed dated 5th May, 1998 executed by the Obligors, Havana Investments Limited and the Agent.

Company Name: International Hoteliers (UK) Limited  
Cont. 3

Company No: 1698769

**"Supplemental Agreement"**

means the £92,500,000 agreement dated 10th August, 1999 which amends and supplements the Credit Agreement.

**"Supplemental Debenture"**

means the First Supplemental Debenture, the Second Supplemental Debenture or a debenture executed by each Obligor in favour of the Agent.

**"Supplemental Fee Letter"**

means the letter dated 10th August, 1999 between the Borrower and the Agent.

**FILE COPY**



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

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

COMPANY No. 01698769

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE DATED THE 8th DECEMBER 1999 AND CREATED BY INTERNATIONAL HOTELIERS (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO EACH FINANCE PARTY UNDER EACH FINANCE DOCUMENT WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th DECEMBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st DECEMBER 1999.

*Handwritten initials: L.C. GR*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



**C O M P A N I E S   H O U S E**

HC026B