

# M

COMPANIES FORM No. 395

012141/13

## 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.

CHFP025

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[1117]

01940208

Name of company

\* Hallmark Hotels Limited (the "Company")

Date of creation of the charge

28 March 2008

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

Composite Guarantee and Debenture Accession Deed (the "Deed")

Amount secured by the mortgage or charge

T  
4  
10  
All indebtedness, liabilities and obligations which are now or may at any time thereafter be due, owing or incurred in any manner whatsoever to the Security Beneficiaries or any of them by any Group Company, whether actually or contingently, pursuant to or in respect of the Finance Documents from time to time and in any case, whether solely or jointly with any other person, whether as principal or surety and whether or not the Security Beneficiaries or any of them shall have been an original party to the relevant transaction and in whatever currency denominated and including interest, discount, commission and other lawful charges or reasonable expenses which the Security Trustee, the Security Beneficiaries or any of them may charge thereunder or pursuant to the Finance Documents (the "Secured Obligations");

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

Zeus Private Equity LLP, 21 Ralli Courts, West Riverside, Manchester (as Security Trustee for the Security Beneficiaries) (the "Security Trustee")

Postcode M3 5FT

Presentor's name address and reference (if any)

Halliwell's LLP  
3 Hardman Square  
Spinningfields  
Manchester  
M3 3EB

225136.4/final

Time critical reference

For official Use (06/2005)  
Mortgage Section

THURSDAY



A16 17/04/2008 121  
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

By its execution of the Deed, the Company unconditionally and irrevocably undertakes to and agrees with the Security Trustee to observe and be bound by the terms and provisions of the Composite Guarantee and Debenture as if it were an original party thereto as one of the Existing Charging Companies.

Without prejudice to the generality of sub-clause 2.1 of the Deed, the Company thereby:

(1) (jointly and severally with the other Charging Companies) covenants and guarantees in the terms set out in clauses 2 and 3 and schedule 3 to the Composite Guarantee and Debenture; and

(11) with full title guarantee, charges and assigns to the Security Trustee for the payment and discharge of all monies and liabilities thereby, or by the Composite Guarantee and Debenture, covenanted to be paid or discharged by it, all its property, assets and undertaking on the terms set out in clause 4 of the Composite Guarantee and Debenture.

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

Hallwells LLP

Date

16/4/08

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

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

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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**.

machinery at any time thereon;

(b) all estates and interests not thereinbefore effectively charged now or thereafter belonging to the Company in or over land wheresoever situate or the proceeds of sale of land and all licences now or thereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all trade and tenants' fixtures, plant and machinery owned by the Company now or thereafter annexed to all freehold and leasehold property its estate or interest in which stands charged under the Deed;

(c) all stocks, shares (including but not limited to shares in any subsidiary), debentures, loan capital, right to subscribe for, convert other securities into or otherwise acquire any note, shares, debentures or loan capital of any other body corporate now or at any time thereafter belonging to the Company, together with all dividends (unless such dividends are or are to be paid in satisfaction of any of the Secured Obligations), interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

(d) the goodwill of the Company and its uncalled capital now or at any time thereafter in existence and future calls (whether made by the directors of the Company or by a Receiver or a liquidator);

(e) all Intellectual Property;

(f) all plant, vehicles and machinery now or at any time thereafter belonging to the Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress);

(g) all chattels now or at any time thereafter hired, leased or rented by the Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract;

(h) all Receivables,

(i) the benefit of all contracts licences consents and authorisations (statutory or otherwise) ("Contracts") held in connection with its business or the use of any Charged Property specified in any other paragraph of clause 4 of the Composite Guarantee and Debenture and the right to recover and receive all compensation which may be payable to it in respect of them;

(j) the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Company under or pursuant to the Acquisition Documents and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them.

The Company thereby charges to the Security Trustee (for the benefit of the Security Beneficiaries) by way of first floating charge all its undertaking and all its property and assets whatsoever and wheresoever situated both present and future, including (without prejudice to the generality of the foregoing) (i) heritable property and all other property and assets in Scotland and (ii) the proceeds of the collection of any Receivables, but excluding any property or assets from time to time or for the time being effectively charged by way of fixed charge under or pursuant to the Deed.

The security from time to time constituted by or pursuant to the Deed shall:-

(i) be in addition to and shall be independent of every bill, stock, guarantee, mortgage or other security which the Security Trustee, the Security Beneficiaries or any of them may at any time hold for any of the Secured Obligations and it is thereby declared that no prior security held by the Security Trustee, the Security Beneficiaries or any of them over the Charged Property or any part thereof shall merge into the security created by or pursuant to the Deed; and

(ii) remain in full force and effect as a continuing security until the earlier of (i) the Security Trustee having certified in writing that the Secured Obligations have been discharged in full and (ii) the security constituted by the Deed having been released.

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Deed.

#### **Definitions:**

**Addendum 1/4**

**1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)**

**Addendum 2/4**

**2 Amount due or owing on the mortgage or charge (continued)**

**Addendum 3/4**

**3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)**

**Addendum 4/4**

**4 Short particulars of all the property mortgaged or charged (continued)**

The Existing Charging Companies thereby consent to the accession of the Company to the Composite Guarantee and Debenture on the terms of clauses 2.1 and 2.2 of the Deed and agree that the Composite Guarantee and Debenture shall thereafter be read and construed as if the Company had been named therein as a Charging Company.

With full title guarantee and as a continuing security for the payment or discharge of all the Secured Obligations and all other obligations under the Deed:-

The Company thereby charges to the Security Trustee (for the benefit of the Security Beneficiaries) by way of first legal mortgage -

1. all its freehold and leasehold interest in the properties title to which is registered at HM Land Registry described in part I of schedule 2 of the Composite Guarantee and Debenture together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;

2. all other freehold and leasehold interests in the properties now vested in it but title to which is not registered at HM Land Registry described in part II of schedule 2 of the Composite Guarantee and Debenture together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;

3. the Company charges to the Security Trustee (for the benefit of the Security Beneficiaries) by way of first fixed charge:-

(a) all present and future freehold and leasehold property of the Company not otherwise charged by way of legal charge pursuant to clauses 4.1.1 or 4.1.2 of the Composite Guarantee and Debenture together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and

01940208

Name of company

\*insert full name  
of Company

\* Hallmark Hotels Limited (the "Company")

virtue of the Deed whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time,

**"Security Beneficiaries"**

means the Security Trustee and the NoteholderS;

**"Security Documents"**

means the security documents to be entered into by the Charging Companies in favour of the Security Trustee or the Security Beneficiaries (including for the avoidance of doubt the security constituted under the Deed) to secure the Secured Obligations and the Security Trustee Deed;

**"Security Trustee Deed"**

means the security trustee deed of even date therewith made between the Charging Companies (1), the Security Trustee (2) and the Original Noteholders (as defined therein) (3);

**"Charged Property"**

means the property referred to in clause 4 of the Composite Guarantee and Debenture and all other property of whatsoever nature from time to time charged by or pursuant to the Deed;

**"Charging Companies"**

means the Company, Hallmark Hotels Group Limited, Hallmark Hotels Holdings Limited, Hallmark Hotels (The Belfry) Limited, Hallmark Hotels (The Lakes Court) Limited and Midland Hotels Limited

**"Composite Guarantee and Debenture"**

means a deed entered into by Hallmark Hotels Group Limited, Hallmark Hotels Holdings Limited, Hallmark Hotels (The Belfry) Limited and Hallmark Hotels (The Lakes Court) Limited and Zeus Private Equity LLP and dated 11 October 2007

**"Existing Charging Companies"**

means Hallmark Hotels Group Limited, Hallmark Hotels Holdings Limited, Hallmark Hotels (The Belfry) Limited, Hallmark Hotels (The Lakes Court) Limited and Midland Hotels Limited

**"Finance Documents"**

means :

- (a) the Loan Note Instrument;
- (b) each certificate in respect of the Notes;
- (c) the Security Documents; and
- (d) any other document designated as such in writing by the Security Trustee and Hallmark Hotels Group Limited;

**"Group"**

means Hallmark Hotels Group Limited and its Subsidiaries from time to time;

**"Group Company"**

means any member of the Group and "Group Companies" means all of them;

**"Intellectual Property"**

means copyrights, patents and registered and unregistered designs (including applications and rights to apply therefor), inventions, trademarks and service marks whether registered or not (including all registrations thereof and applications and rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions or other intellectual property throughout the world now or at any time thereafter belonging to or created by or assigned to a Charging Company;

**"Noteholders"**

means Zeus Private Equity Fund LP, Zeus Private Equity Private Investors LP, Zeus Founder Partner LP, Hermes Private Equity Partners II LP,

**"Original Noteholders"**

has the same meaning as "Noteholders";

**"Receivables"**

means all present and future book debts, rentals, royalties, fees, amounts receivable under any hedging arrangements, VAT and all other amounts recoverable or receivable by any Charging Company from other persons due or owing to such Charging Company and the benefit of all rights relating thereto including, without limitation, negotiable instruments, legal and equitable charges, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights;

**"Receiver"**

means any receiver or receiver and manager appointed by the Security Trustee under or by



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

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

COMPANY NO. 1940208  
CHARGE NO. 17

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND  
DEBENTURE ACCESSION DEED DATED 28 MARCH 2008 AND  
CREATED BY HALLMARK HOTELS LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM ANY GROUP  
COMPANY TO THE SECURITY BENEFICIARIES OR ANY OF  
THEM 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 17  
APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 APRIL 2008

*Final*



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES