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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

00400/07

395

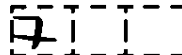
A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



02832349

Name of company

\* The Lancaster Landmark Hotel Company Limited (the "Company")

Date of creation of the charge

10 September 2008

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

Debenture dated 10 September 2008 (the "Debenture") between the Company and HSBC Bank plc, as the lender under (and as defined in) the Facilities Agreement (the "Lender")

Amount secured by the mortgage or charge

All monies, costs, charges, expenses, liabilities and obligations whether certain or contingent which now or hereafter may be or become due, owing or incurred by an Obligor to the Lender whether under the Finance Documents or otherwise, whether originally incurred by an Obligor or by some other person) under or pursuant to the Finance Documents and any reference herein shall include all or any part thereof (the "Obligations")

Please refer to the attached schedule 1, clause 2 (Defined terms), which sets out a list of defined terms

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

HSBC Bank plc, 70 Pall Mall, London

Postcode SW1Y 5EZ

Presentor's name address and  
reference (if any)

Clifford Chance LLP  
10 Upper Bank Street  
London E14 5JJ

For official Use (06/2005)

Mortgage Section

Post room

TUESDAY



\*LHX4Y36A\*

LD2

16/09/2008

96

COMPANIES HOUSE

Time critical reference

MP/70-20318095/NMRJ

Short particulars of all the property mortgaged or charged

Please refer to the attached schedule 1, clause 1 (*Security*) and schedule 2 (*Mortgaged Property*), which sets out short particulars of all the property mortgaged, charged or assigned.

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in black type, or  
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95

Particulars as to commission allowance or discount (note 3)

Nil

Signed Clifford Chance LLP

Date 12 September 2008

On behalf of ~~XXXXXX XXXXXX~~ [chargee] † HSBC Bank plc

**A fee 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 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**

**Schedule 1 to Form 395 dated in relation to a Debenture dated 10 September 2008  
for The Lancaster Landmark Hotel Company Limited (registered in England & Wales  
number 02832349)**

**1 SECURITY**

**1 1 Charge Over Property**

Subject to the Existing Debenture, the Company with full title guarantee (and to the intent that the security so constituted shall be a continuing security in favour of the Lender) charged in favour of the Lender with the payment and discharge of the Obligations by way of

1 1 1 first legal mortgage the Real Property, and

1 1 2 first fixed equitable charge all its right, title and interest in the Property (other than the Real Property so far as the same is effectively charged by way of first legal mortgage)

**1 2 Charge Over Other Assets**

Subject to the Existing Debenture, the Company with full title guarantee (and to the intent that the security so constituted shall be a continuing security in favour of the Lender) charged by way of first fixed charge in favour of the Lender with the payment and discharge of the Obligations:

1 2 1 severally the Control Account and all present or future banking accounts of the Company situate in any jurisdiction opened or maintained with the Lender and any and all monies standing to the credit thereof,

1 2 2 all stocks, shares, debentures, loan capital, rights to subscribe for or convert other securities into or otherwise acquire any securities, stocks, shares, debentures and loan capital of any other body corporate (including any Subsidiary of the Company) belonging to the Company together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing,

1 2 3 the goodwill of the Company and its uncalled capital in existence and future calls (whether made by the directors of the Company or by a Receiver appointed hereunder or a liquidator),

1 2 4 all copyrights, patents, trademarks and inventions and fees, royalties and other rights of every kind deriving from copyright, patents or other inventions belonging to the Company and all rights to apply for any of the same,

1 2 5 all plant, machinery belonging to the Company (excluding however plant and machinery forming part of its stock in trade or work in progress and the Fixtures so far as the same are charged under Clause 3 1 of the Debenture), and

1 2 6 all book and other debts and monetary claims due or owing to the Company.

**1 3    Equitable Assignment**

Subject to the Existing Debenture, the Company with full title guarantee hereby (and to the intent that the security so constituted shall be a continuing security in favour of the Lender) assigned in equity to the Lender for the payment and discharge of the Obligations all its right, title and interest in

- 1 3 1    any policy of insurance or assurances in which the Company may at any time share an interest entered into in respect of the Property,
- 1 3 2    the benefit of (severally) any agreements, contracts, deeds, undertakings, guarantees, warranties or other documents (including, without limitation, the Management Contract) entered into by or given to the Company in respect of the Property and all documents in existence necessary to enable the Lender to perfect the same and all the proceeds of any payment of any claims, awards or judgments paid or payable to the Company under or in respect of the same (including but without limitation all liquidated and ascertained damages payable to the Company thereunder) and all the Company's rights or remedies in existence arising thereunder;
- 1 3 3    the benefit of the Agreements and all the proceeds of any payment of any claims, awards, judgments, sums or damages arising out of such agreements payable to the Company thereunder and all the Company's rights or remedies in existence arising thereunder,
- 1 3 4    the Rental Income and the Sale Proceeds and all right, title and interest to and in the same and the benefit thereof and the right to make demand for and receive the same,
- 1 3 5    the benefit of all tenant covenants, and of all landlord covenants and of all covenants, agreements, undertakings or obligations entered into or to be entered into by any other party to any Leases or to any licences, deeds, rent deposit agreements, or other deeds or documents supplemental or collateral to any Lease and of all guarantees or indemnities in any of the aforesaid,
- 1 3 6    the benefit of all rights and claims to which the Company is entitled in relation to the Property (including those against all persons who now or may at any time be in occupation of the Property under any Leases and all guarantors and sureties for the obligations of such persons),
- 1 3 7    the benefit of all guarantees, warranties and representations given or made by, and any rights or remedies against, all or any of the designers, builders, contractors, professional advisers, sub-contractors, manufacturers, suppliers and installers of any Fixtures,
- 1 3 8    all present or future banking accounts of the Company situate in any jurisdiction (other than the Control Account and any accounts opened or maintained with the Lender) and any and all monies from time to time standing to the credit thereof, together with the full benefit of all guarantees

and securities therefor and indemnities in respect thereof and all liens, reservations of title, rights of tracing and other rights enabling the Company to enforce any such debts or claims,

1 3 9 all rights to which the Company is entitled in respect of the proceeds of any order of the Court made pursuant to Section 238(3), 239(3) or 244 of the Insolvency Act 1986;

1 3 10 all chattels hired, leased or rented by the Company to any other person together in each case 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,

1 3 11 the benefit of all present and future licences held in connection with the business carried on upon the Property or any part thereof and also the right to recover and receive all compensation which may at any time become payable to the Company under the Licensing Act 1964, and

1 3 12 the benefit of any Hedging Agreement and all rights and claims thereunder.

#### 1 4 **Floating Charge**

1 4 1 Subject to the Existing Debenture, the Company with full title guarantee (and to the intent that the security so constituted shall be a continuing security in favour of the Lender) charged in favour of the Lender with the payment and discharge of the Obligations by way of first floating charge the whole of the Company's undertaking and all its property, rights and assets whatsoever and wheresoever present and future other than any property for the time being effectively charged by way of fixed charge or assigned to the Lender by Clauses 3 1, 3 2 and 3.3 of the Debenture or otherwise pursuant to the Debenture

1 4 2 The Lender shall be entitled at any time after an Event of Default has occurred and it has declared a Loan to be immediately due and payable or repayable under Clauses 22.19(b) and 22 19(c) of the Facilities Agreement by notice in writing to the Company convert the floating charge created by Clause 3 4 1 of the Debenture into a fixed charge affecting all the property and assets which for the time being are the subject of such floating charge or as the case may be such of the said property and assets as are specified by such notice.

1 4 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 3 4 1 of the Debenture.

## 2 **DEFINED TERMS**

2 1 In this Form 395 the following terms have the following meanings

**"Additional Borrower"** means a company which becomes an Additional Borrower in accordance with Section 9 (*Changes to Parties*) of the Facilities Agreement

**"Additional Guarantor"** means a company which becomes an Additional Guarantor in accordance with Section 9 (*Changes to Parties*) of the Facilities Agreement.

**"Agreements"** means (severally)

- (a) all Agreements for Lease,
- (b) all Agreements for Sale

**"Agreements for Lease"** means (severally) all agreements, contracts, options or undertakings, in existence for or relating to the creation of any estate interest or right in or over the Property or any part thereof (including without limitation any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis and whether in all cases in respect of the whole or any part of the Property).

**"Agreements for Sale"** means (severally) all agreements, contracts or options in existence for or in relation to the assignment, transfer or disposal by way of sale of the whole or any part of the Property or any estate or interest therein or under which any capital sum is or is to be derived from the Property or any part thereof

**"Basil Street Borrower"** mean Basil Street Apartments Jersey Limited (formerly known as L P.D Two Limited) (registered in Jersey with registered number 91119)

**"Borrower"** means each of the Company, Basil Street Borrower, LPD and any Additional Borrower, together the **"Borrowers"**

**"the Charged Property"** means the property, assets and income of the Company for the time being assigned or charged whether by way of legal mortgage, fixed or floating charge or legal or equitable assignment to the Lender by or pursuant to the Debenture or any other Finance Documents to which the Company is a party

**"Control Account"** means the Lancaster Operating Account

**"Disclosure Letter"** means the letter from the Obligors to the Lender disclosing various information in relation to the Obligors and dated on or before the date of the Facilities Agreement.

**"Equitable Charge"** means the equitable charge executed by LODC over its shares in the Company in favour of the Lender and includes any further such charge executed by any purchaser or transferee of any of those shares

**"Event of Default"** means any event or circumstance specified as such in Clause 22 (*Events of Default*) of the Facilities Agreement

**"Existing Debenture"** means the debenture dated 30 May 2002 between the Company and the Lender

**"Facilities Agreement"** means the agreement originally dated 14 May 2002 and made between (1) L.P D and the Company as borrowers and guarantors (2) LODC as an obligor and (3) HSBC Lender plc as Lender, as amended and restated on 19 September 2005 and amended on 30 March 2006, as amended and restated on 10 September 2008 and as amended, restated, extended or replaced from time to time

**"Facility A"** means the term loan facility made available under the Facilities Agreement as described in Clause 2 (*The Facilities*) of the Facilities Agreement

**"Facility B"** means the revolving loan facility made available under the Facilities Agreement as described in Clause 2 (*The Facilities*) of the Facilities Agreement.

**"Facility A Loan"** means a loan made or to be made under Facility A or the principal amount outstanding for the time being of that loan

**"Facility B Loan"** means a loan made or to be made under Facility B or the principal amount outstanding for the time being of that loan

**"Finance Document"** means the Facilities Agreement, the Security Documents, the Management Contract, any Hedging Agreement and any other document designated as such by the Lender and an Obligor

**"Fixtures"** includes all buildings, erections and structures at any time on or in the course of construction on the Property and includes all fixtures, fittings, plant, machinery, equipment, installations and apparatus now and from time to time in or on or belonging to any Property

**"Guarantor"** means each of the Company, Basil Street Borrower, LPD and any Additional Guarantor, together the **"Guarantors"**

**"Hedge"** means any interest rate swap, currency swap, forward foreign exchange transaction, cap, floor, collar or option transaction or any other treasury transaction or any combination of the same or any other transaction entered into in connection with protection against or benefit from fluctuation in any rate or price

**"Hedging Agreement"** means any document, agreement or confirmation evidencing any Hedge to which the Lender is a party

**"Lancaster"** means The Royal Lancaster Hotel, Bayswater Road, London, W2 the long leasehold of which is owned by the Company and as managed by LODC pursuant to the Management Contract

**"Lancaster Operating Account"** means a general account of the Company with the Lender

**"Leases"** means (severally) any subsidiary interest in the Property arising under any lease, underlease, sub-lease, licence, agreement, option, occupation agreement or any other document governing the use or occupation of the Property or any part thereof

**"LPD Debenture"** means the debenture granted by LPD in favour of the Lender dated 30 May 2002

**"Loan"** means a Facility A Loan or a Facility B Loan.

**"LODC"** means Landmark Overseas Development Company Limited (registered in Thailand)

**"LPD"** means K West Hotel Jersey Limited (previously known as L.P D Limited) (registered in Jersey number 78777)

**"Management Contract"** means the operating and management agreement dated 4 January 2001 as amended and varied by the Management Side Letter and includes any other management contracts entered into between LODC and a relevant Obligor on or about the date of the Debenture

**"Management Side Letter"** means the side letter entered into between LODC and the Lender on or about the date of the Facilities Agreement in relation to the Management Contract

**"Minority Shareholders"** means the individuals who together hold a 20 per cent shareholding in LPD as set out in the Disclosure Letter

**"Minority Shareholders Shares Charge"** means the Jersey law security interest agreement executed by the Minority Shareholders over their shares in LPD in favour of the Lender and includes any further such charge executed by any purchaser or transferee of any of those shares.

**"Obligor"** means a Borrower, a Guarantor or LODC, together the **"Obligors"**

**"Property"** means (severally) the Real Property and any other freehold or leasehold property or estate or interest whatsoever in land now or hereafter belonging to the Company, together with all Fixtures thereon and references to the Property shall be taken to include references to the whole or any part or parts of any property comprised therein at any time

**"Real Property"** means the long leasehold interest in the Lancaster Property as described in Schedule 3 to this Form 395 (and all other real property now vested in the Company) with the Fixtures thereon and reference to the Real Property shall be taken to include the whole or any part or parts thereof.

**"Receiver"** means a receiver or receiver and manager or an administrative receiver as the case may be,

**"Rental Income"** means at any time the gross rents, licence fees and other monies reserved by or arising out of all leases and underleases (or agreements therefor), tenancy agreements and licences to which the Company's interest in the Property and/or any part or parts thereof is in reversion (whether mediate or immediate) and to which the Company is entitled and all other monies derived by the Company from any



third parties relating to the use and/or occupation of the Property (including, without limitation, mesne profits, proceeds of insurance in respect of loss of rent, payments made by any guarantor for any lessee and sums received from any deposit held as security for performance of any tenant's obligations), excluding therefrom any sums received by way of reimbursement of expenses incurred or on account of expenses to be incurred by the Company and any sums by way of service charge, insurance payments or the like but excluding the profit element of any such sum.

**"Sales Proceeds"** means any and all sums other than Rental Income payable, whether by purchasers or others, upon the disposal (whether by transfer, assignment or otherwise) of or the grant or creation of any interest in the Property or any part thereof and including any other sums of a capital nature derived from the Property or arising from any dealings therewith and including compensation or damages received for any use or disturbance, blight or compulsory purchase in respect of the Property or any part thereof, after deduction in each case of all reasonable costs and expenses directly and properly incurred in connection with such disposal, grant or creation

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**"Security Documents"** means the Existing Debenture, the LPD Debenture, the Equitable Charge, the Security Interest Agreement, the Minority Shareholders Shares Charge and any other document entered into by any Obligor creating or expressed to create any security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

**"Security Interest Agreement"** means the Jersey law security interest agreement executed or to be executed by LODC over its shares in LPD in favour of the Lender and includes any further such charge executed by any purchaser or transferee of any of those shares

**"Subsidiary"** means in relation to any company or corporation, a company or corporation

- (c) which is controlled, directly or indirectly, by the first mentioned company or corporation,
- (d) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation; or
- (e) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body

**2.2 Terms defined elsewhere**

Terms not expressly defined in this Form 395 have the meanings given to those terms in the Facilities Agreement.

**3 ADDITIONAL INFORMATION**

The Debenture and Facilities Agreement contain:

- (a) restrictions on the ability of the Company to create or permit to subsist any Security on any part of the assets charged under the Debenture or dispose of or otherwise deal with any part of such assets, and
- (b) a covenant for further assurances

**Schedule 2 to Form 395 in relation to a Debenture dated 10 September 2008**

**Mortgaged Property**

<b>Lancaster Property</b>		By way of first legal mortgage and fixed equitable charge
<b>London Borough</b>		Westminster
<b>Title Numbers</b>	:	NGL84022, NGL85322
<b>Property</b>	:	All that leasehold land known as The Royal Lancaster Hotel, Bayswater Road, London W2



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

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

COMPANY NO. 2832349  
CHARGE NO. 7

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 10  
SEPTEMBER 2008 AND CREATED BY THE LANCASTER  
LANDMARK HOTEL COMPANY LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM AN OBLIGOR TO  
HSBC BANK PLC 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 16 SEPTEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 SEPTEMBER  
2008



*P. Noel*

