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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

CHA 116

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

\*insert full name  
of company

To the Registrar of Companies

For official use

Company number

[2][1][1][1]

3305786

Name of company

\* Hillmart Limited

Date of creation of the charge

22nd April 1997

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

Composite Guarantee and Debenture  
(incorporating a negative pledge)

Amount secured by the mortgage or charge

All monies and all obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to Unity Trust Bank plc, by the Company under the terms of a Facility Agreement dated 22nd April 1997 or in connection with any facility thereby granted or any variation, extension, renewal or replacement thereof in whatever currency denominated whether on any current or other account or otherwise in any manner whatsoever when the same are due and all monies and obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to the Bank by either The Four Seasons Hotel Investments Limited and/or The Four Seasons Hotel Limited and by way of Guarantee or other assurance and/or security for amounts due, owing or incurred under or pursuant to the said Facility Agreement or in connection with any facility thereby granted or any variation, extension, renewal or replacement thereof, in whatever currency denominated, all liabilities in connection with foreign exchange

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

(1) Unity Trust Bank plc of 4 The Square, 111 Broad Street, Birmingham  
B15 1AR

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

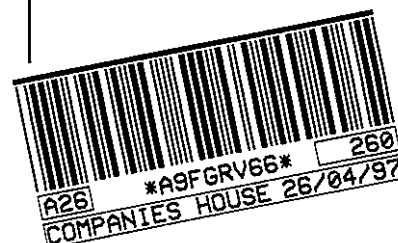
Cobbetts  
Ship Canal House  
King Street  
Manchester  
M2 4WB

Ref: RJCH.LMC

Time critical reference

For official use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The freehold and leasehold property of the Company, both present and future, including but not limited to the interest of the Company in the properties specified in Schedule 3 and all buildings and fixtures (including trade fixtures (from time to time on any such Property) all liens, charges, options, agreements, easements, rights and interests over land or the proceeds of dispositions of land, both present and future, and all plant, machinery, vehicles, computers and other equipment of the Company, both present and future (including, but not limited to that specified in Schedule 4) and all spare parts, replacements, modifications and additions) and the full benefit of all warranties and contracts relating to the same, but excluding stock-in-trade of the Company;

Secondly all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise, and all other interests, including but not limited to loan capital of the Company, both present and future, in any company, firm, consortium or entity wheresoever situate, including all allotments, accretions, offers, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of the same, whether by way of conversion, redemption, bonus, preference, option, dividend, interest or otherwise;

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Particulars as to commission allowance or discount (note 3)

Signed

Date 24th April 1997

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

† 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.

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

CHA 116

Please complete  
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Company Number

3305786

Name of Company

Hillmart Limited

Limited\*

\* delete if  
inappropriate

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

transactions, swap arrangements, issuing, confirming, accepting, endorsing or discounting notes or bills, or under bonds, guarantees, indemnities, documentary or other credits, or other instruments whatsoever from time to time entered by the said Bank for or at the request of the Company together with interest to date of payment at such rates and upon the terms therein set out together with commission, fees and other charges and all legal and other costs, charges and expenses incurred by the Bank, or any security, or guarantee, indemnity or facility, on a full indemnity basis

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete  
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bold block lettering

Thirdly all book and other debts, revenue and claims, both present and future, (including bank deposits and credit balances) and all things in action due or owing or which may become due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating thereto, including but not limited to any negotiable or non-negotiable instruments, guarantees, indemnities, debenture, legal and equitable charges and other security, reservation of property rights, of tracing, liens and all other rights and remedies of whatsoever nature in respect of the same;

Fourthly the uncalled capital, goodwill and all patents, trademarks and service marks (whether registered or not), brand and trade names, registered designed, design rights, copyrights, computer programs, inventions, confidential information, knowhow and all other intellectual or intangible property or rights and all applications for the protection of any of the foregoing in any part of the world, and all licences, agreements and ancillary and connected rights and benefits, including all royalties, fees and other income from the same, both present and future of the Company;

Fifthly all present and future contracts or policies of insurance (including life policies) in which the Company now or hereafter has an interest, and all monies from time to time payable thereunder including any refund of premiums;

Sixthly the undertaking and all other property, assets, and rights of the Company whatsoever and wheresoever both present and future including, but not limited to the stock-in-trade of the Company wheresoever situated and the heritable property, and the whole of the property, assets and rights in Scotland which is or may be from time to time while this instrument is in force comprised in the property and undertaking of the Company and the premises First, Secondly, Thirdly, Fourthly and Fifthly described (if and insofar as the charges thereon shall for any reason be ineffective as fixed charges).

The Charges shall as regards the premises First, Secondly, Thirdly, Fourthly and Fifthly described be fixed charges (and as regards all those parts of the freehold and leasehold property that are vested in the Company, shall constitute a charge by way of legal mortgage thereon) and as the premises Sixthly described shall be a first floating charge. The Bank may at any time by notice in writing to the Company convert such floating charge into a fixed charge as regards any assets specified in the notice and if the Company creates an encumbrance over all or any of the floating charge assets or attempts to do so without the prior written consent of the Bank, or if any person levies or attempts to levy any distress, execution, sequestration or other process against any of the floating charge assets, the charge created over the property or assets shall automatically, without notice, be converted into a fixed charge.

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

3305786

Name of Company

Hillmart Limited

Limited\*

\* delete if  
inappropriate

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

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

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete  
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## SCHEDULE 3

## Land

## Details of registered land

(1) County/District/London Borough	(2) Title Number	(3) Address of Property
Greater Manchester/Trafford	GM86029	Four Seasons Hotel and Restaurant, Wilmslow Road, Ringway
Greater Manchester/Trafford	GM86076	Land lying to the South side of Hasty Lane, Ringway Parish
Greater Manchester/Trafford	GM196048	Land lying to the North  East of Wilmslow Road, Ringway

## SCHEDULE 4

[Details of Plant, Machinery and Equipment]

None specified

Please complete  
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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03305786

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND DEBENTURE DATED THE 22nd APRIL 1997 AND CREATED BY HILLMART LIMITED FOR SECURING ALL MONEYS OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OTHER COMPANIES NAMED THEREIN TO UNITY TRUST BANK PLC PURSUANT TO THE TERMS OF A FACILITY AGREEMENT OF EVEN DATE OR ANY VARIATION UNDER THE TERMS OF THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th APRIL 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th APRIL 1997.

  
for the Registrar of Companies



C O M P A N I E S   H O U S E

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