

# M

COMPANIES FORM No. 395

329 373 / 286

## 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

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

Company number

2111

3785379

Name of company

\* Norton Crathorne (No. 2) Limited (the "Owner")

Date of creation of the charge

1 December 2005

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

A Commercial Property Standard Security (the "Standard Security") between  
(1) the Owner and (2) the Security Trustee (as defined below).

Amount secured by the mortgage or charge

Please see Part 1 of the attached schedule, to be read in conjunction with  
Part 4, which contains applicable definitions.

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

The Governor and Company of the Bank of Scotland (the "Security Trustee")  
of The Mound, Edinburgh,

Postcode EH1 1YZ

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

Mayer, Brown, Rowe & Maw LLP  
11 Pilgrim Street  
London  
EC4V 6RW

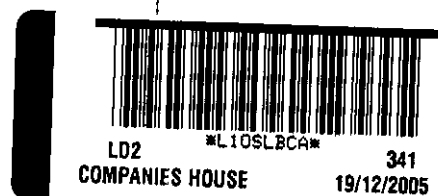
21265/20184/05147921

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please see Part 2 of the attached schedule, to be read in conjunction with Part 4, which contains applicable definitions.

Please also see Part 3 of the attached schedule, which contains a summary of certain covenants contained in the Standard Security Agreement.

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)

N/a

Signed Mayer, Simon, Arthur, Michael LLP

Date 19 December 2005

On behalf of ~~XXXXXX XXXXXXXX~~ [chargee] †

*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

## **Norton Crathorne (No. 2) Limited**

### **Schedule to Form M395**

#### **Part 1**

#### **Amount secured by the mortgage or charge**

All present and future sums (howsoever arising) due and that may become due to the Bank in terms of the Personal Bond.

#### **Part 2**

#### **Short particulars of all the property mortgaged or charged**

The Owner in security for the payment and discharge of the amount owing as described in Part 1 above:

- (a) grants a Standard Security in favour of the Bank over all and whole of the Property; and
- (b) assigns its whole right, title and interest in and to the Property Insurance Proceeds to the Bank.

#### **Part 3**

#### **Covenants**

1. In Paragraph 7(a)(i) of the Deed of Conditions the Owner covenants that it shall not, unless the Bank shall have given prior agreement in writing (which agreement the Bank shall be entitled to refuse, if it reasonably considers that its interest in the Property may be prejudiced), grant any conveyance, transfer or assignation of the Property or any part of it or any of the Other Rights to any person.
2. In Paragraph 7(a)(ii) of the Deed of Conditions the Owner covenants that it shall not, unless the Bank shall have given prior agreement in writing (which agreement the Bank shall be entitled to refuse, if it reasonably considers that its interest in the Property may be prejudiced), create any security in favour of any person by way of a fixed or floating charge over the Property or any part of it or any of the Moveable Items or Other Rights.
3. Paragraph 17 (*Further Assurance*) of the Deed of Conditions states that the Owner shall take whatever steps and execute whatever documents the Bank may reasonably require for the purpose of perfecting and giving effect to the Standard Security and any other charge or security given pursuant to it or the Deed of Conditions or in connection with it or the Deed of Conditions.

#### **Part 4**

#### **Definitions**

**"Bank"** means the The Governor and Company of the Bank of Scotland.

**"Deed of Conditions"** means the deed of standard security conditions by the Bank dated 6 October 1995 and registered in the Books of Council and Session on 9 October 1995.

**"Facility Agreement"** means the term facility agreement dated 1 December 1999 and made, as amended and restated by amendment and restatement agreements entered into on 16 December 2002 and 1 December 2005 respectively, between (1) Hand Picked Hotels Limited (Company No. 3760451) as borrower (2) the Banks (as defined in the Facility Agreement) and (3) The Governor and Company of the Bank of Scotland in various capacities including as Security Trustee.

**"Law"** means any law, regulation, treaty or official directive (whether or not having the force of law) having effect in Scotland, as may be re-enacted, amended or replaced from time to time.

**"Moveable Items"** means any plant, machinery, equipment, furniture, or other corporeal moveable property in, upon or over the Property (whether attached or not), any goodwill attributable to the Property by reason of the business carried on there and, if the Property is used for agriculture, any livestock on the Property and, if the Property includes licensed premises for the sale of intoxicating liquors, any wet and dry stocks as such terms are usually interpreted in the licensed trade.

**"Other Rights"** means all rights whether or not in being at the date of granting of the Standard Security which may be exercisable at any time by the Owner and any sums which (under any Law or contract and whether as of right, *ex gratia* or otherwise) may be, or become, payable in respect of the Property, or any damage or injury to it or depreciation of it, and the benefit of any other obligation or security in favour of or concerning the Property, including without prejudice to the foregoing generality:

- (a) the benefit of any covenant, agreement, option, guarantee, warranty, undertaking, charge, right, indemnity or remedy relating to the Property or to any road on which it abuts or to the services to it;
- (b) the benefit of any compensation of any kind whatsoever available to the Owner in respect of the Property;
- (c) the benefit of membership of any proprietors' association or management company registered under the Companies or Industrial and Provident Societies Acts or any similar bodies;
- (d) without prejudice to the generality of (a) above, the benefit of any agreement entered into with any person for the construction, refurbishment, maintenance, repair, replacement or renewal of any building or other erection or structure in, over or upon the Property (whether attached or not), the rectification of any defects in the Property or the maintenance of it or any guarantee or indemnity given by such person;
- (e) the benefit of any insurance which (as between the Owner and the Bank) has not otherwise been specifically assigned to the Bank; and
- (f) the benefit of any other obligation or security in favour of or concerning the Property.

**"Personal Bond"** means the personal bond granted by the Owner in favour of the Bank dated 1 December 2005 as varied, amended or supplemented from time to time.

**"Property"** means the property known as the Norton House Hotel, Edinburgh more particularly described in Part 1 of the Schedule of the Standard Security Agreement.

**"Property Insurance Proceeds"** means all rights, benefits and claims (whether existing at the date of the Standard Security or arising at any time in the future) under the policy or policies of insurance for or covering the Property or any interest in the Property effected from time to time in accordance with the provisions of the Deed of Conditions.

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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. 03785379

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMMERCIAL PROPERTY STANDARD SECURITY DATED THE 1st DECEMBER 2005 AND CREATED BY NORTON CRATHORNE (NO 2) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (THE SECURITY TRUSTEE) 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 19th DECEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd DECEMBER 2005.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —