

012697/13

M

CHFP041

COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

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

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

13

04055091

Name of company

* Longshine Properties Limited (the "Company")

Date of creation of the charge

12 August 2009

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

Supplemental deed (the "Deed") relating to a debenture dated 1 August 2007 granted by the Company in favour of Lloyds TSB Bank plc (the "Bank")

Amount secured by the mortgage or charge

Please see Part I of the attached schedule.

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

Lloyds TSB Bank plc, whose registered office is at 25 Gresham Street, London

Postcode EC2V 7HN

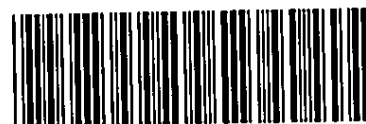
Presenter's name, address and reference (if any):

Osborne Clarke
Apex Plaza
Forbury Road
Reading
RG1 1AX
RLW/0921207

Time critical reference

For official use (02/2006)
Mortgage Section

Post room



AC8FKCIN

A45

18/08/2009

94

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Part II of the attached schedule.

Please do not
write in
this margin

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

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Osborne Clarke

Date 17 August 2009

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.
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 are to be made payable to Companies House.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

Schedule to Form 395

Longshine Properties Limited (Company Number 04055091)

Part I: Amount to be secured by the mortgage or charge

Pursuant to a debenture dated 1 August 2007 granted by the Company in favour of the Bank (the "**Debenture**"), the Company covenanted with and guaranteed to the Bank to pay or discharge to the Bank on demand:

- (a) all money and liabilities whether actual or contingent (including further advances made by the Bank and secured directly or indirectly by the Debenture) which now are or at any time hereafter may be due, owing or incurred by the Company to the Bank anywhere or for which the Company may be or become liable to the Bank in any manner whatsoever without limitation (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law); and
- (b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Company or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select;
- (c) commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Debenture (including any acts necessary to release the property charged by the Debenture from the security created by the Debenture) or in enforcing the security created by the Debenture on a full and unqualified indemnity basis; and
- (d) any fees charged by the Bank for the time spent by the Bank's officials, employees or agents in dealing with any matter relating to the Debenture. Such fees shall be payable at such rate as may be specified by the Bank.

Schedule to Form 395

Longshine Properties Limited (Company Number 04055091)

Part II: Short particulars of all property mortgaged or charged

Pursuant to the Debenture, the Company charged to the Bank, inter alia, the freehold and leasehold property (if any) of the Company both present and future including (without prejudice to the generality of the foregoing) the properties specified in the schedule to the Debenture (the "**Schedule**") (and any present or future right or interest conferred upon the Company in relation to its leasehold property by virtue of any legislation conferring upon a tenant or tenants of property (whether individually or collectively with other tenants of that or other properties) the right to acquire a new lease of that property or to acquire or require the acquisition by a nominee of the freehold or any intermediate reversionary interest in that property including (without limitation) the Leasehold Reform Act 1967 and the Leasehold Reform, Housing and Urban Development Act 1993 but does not include Part II of the Landlord and Tenant Act 1954, including any rights arising against any nominee purchaser pursuant thereto) and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all liens, mortgages, charges, options, agreements and rights, titles and interests (whether legal or equitable) of the Company in or over land or the proceeds of sale thereof of whatever description both present and future and all the right, title and interest of the Company in any such plant and machinery from time to time hired, leased or rented by the Company from third parties or acquired by the Company from third parties on a hire, instalment or conditional purchase basis including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments.

Under and pursuant to the Deed the Company agreed that the Debenture should be amended so that the existing Schedule would be deleted and replaced with the following:

The Schedule

(Registered Land)

Premises at	Administrative Area	Registered at HM Land Registry under Title No.
Regent Palace Hotel, Annexe 11,13,and 15 Sherwood Street and 63 to 77 (odd) Brewer Street, London (lower basement to first floor inclusive)	City of Westminster	NGL904469

Under and pursuant to the Deed the Company agreed that all the provisions of the Debenture shall remain in full force and effect in accordance with its terms and all references in the Debenture as amended pursuant to the Deed to "Deed" or Debenture" or any derivative terms shall, unless the context otherwise requires, be taken as references to the Debenture as amended pursuant to the Deed.

Notes:

1. The Debenture contains covenants by the Company that it shall not, without the consent in writing of the Bank:
 - (a) sell, assign, license, sub-license, discount, factor or otherwise dispose of, or deal in any other way with, the property charged pursuant to the Debenture (the "**Charged Property**") provided that for the avoidance of doubt this provision shall not prevent the Company without such consent collecting proceeds of the book and other debts, monetary claims and choses in action forming part of the Charged Property in the ordinary course of the Company's business and paying the same into the Company's account(s) with the Bank in accordance with the terms of the Debenture and provided further that where the Bank makes a payment at the request of the Company which is debited to any account with the Bank which is for the time being in credit, the Bank shall be taken to have given any necessary consent for the purposes of the Debenture to such payment unless such payment was made as a result of some mistake of fact on the part of the Bank;
 - (b) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever upon the Charged Property except a lien arising by operation of law in the ordinary course of the Company's business as conducted during the 12 months preceding the date when the lien first came into existence;
 - (c) enter into any contractual or other agreement or arrangement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by paragraph 1(b) above;
 - (d) transfer, sell or otherwise dispose of the whole or any material part of the Charged Property covered by the floating charge contained in the Debenture whether by a single transaction or a number of transactions whether related or not except by way of sale at full value in the usual course of trading as transacted at the date of the Debenture;
 - (e) vary or purport to vary any:
 - (i) agreements now or hereafter entered into by the Company under which the Company has provided or agreed to provide credit (as defined by section 9 of the Consumer Credit Act 1974) to any person of any amount and all agreements now or hereafter entered into by any person

other than the Company under which credit (as so defined) is provided or agreed to be provided and the benefit of which is assigned to or otherwise vested in the Company;

- (ii) rights under all agreements (not being agreements described at paragraph 1(e)(i) above) now or hereafter entered into by the Company for the bailment or (in Scotland) the hiring of goods to any person and all agreements (not being agreements described at paragraph 1(e)(i) above) now or hereafter entered into by any person other than the Company for such bailment or (in Scotland) hiring the benefit of which is assigned to or otherwise vested in the Company; or
- (iii) security or guarantee provided in relation to the agreements described at paragraphs 1(e)(i) and 1(e)(ii) above;

or give any consents or licences under the terms of any such agreements or any security or guarantee provided in relation thereto provided that the Company shall not be prohibited by this covenant from agreeing to any such variation or giving any such licence or consent if to do so would not materially and adversely affect the value to the Bank for security purposes of such agreements or such security or guarantee and if to do so would not affect the validity or enforceability of such agreements or such security or guarantee; or

- (f) enter into any agreement with a financier, provider of money, creditor or any other party whatsoever (a "**Financier**") which has the economic effect of, or an economic effect similar to that of, providing security in respect of or in connection with the provision of finance or credit by the Financier and which involves or may involve one or more of the following:
 - (i) sales, agreements for sale or transfers of any property or rights whatsoever to the Financier; and/or
 - (ii) sales, agreements for sale or transfers actually or potentially on behalf of the Financier to any third party whatsoever; and/or
 - (iii) the grant or possible grant of authority by the Financier for sales, agreements for sale or transfers of the nature described at paragraph 1(f)(ii) above.

- 2. Pursuant to the Debenture the Company covenanted that it would pay into its account or accounts with the Bank the proceeds of the book and other debts, monetary claims and choses in action forming part of the Charged Property.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4055091
CHARGE NO. 13**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED RELATING
TO A DEBENTURE DATED 1 AUGUST 2007 AND DATED 12
AUGUST 2009 AND CREATED BY LONGSHINE PROPERTIES
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO LLOYDS TSB 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 18 AUGUST
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 AUGUST 2009



Companies House
— for the record —

PRd



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES