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CHFP131**COMPANIES FORM No. 395**
Particulars of a mortgage or charge

105469/13

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

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

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

For official use Company number

 7

04289447

Name of company

Kandahar (Nottingham) Nominee No 2 Limited ("Chargor")

*insert full name of Company

Date of creation of the charge

5 July 2007

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

Debenture ("Deed")

Amount secured by the mortgage or charge

All monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from each Obligor to the Finance Parties under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety, except for any obligation which, if it were so intended, would result in this Deed contravening Section 151 of the Companies Act 1985

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

The Governor and Company of the Bank of Scotland ("Security Trustee")
21-23 Hill Street
London

Postcode W1J 5JW

Presentor's name address and reference (if any)

Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London, EC4R 9HA
DX 92 London
Tel 020 7760 1000
Apro B0702 33 [5724273 1]

Time critical reference

For official Use
Mortgage Section

TUESDAY



LD6 *L3MZNRI5* 470
24/07/2007
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See continuation sheet

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Particulars as to commission allowance or discount (note 3)

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

Signed

Seawin Leighton Paisner LLP

Date

10 July 2007

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 £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Order are to be made payable to Companies House.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

CHFP131

Particulars of a mortgage or charge (continued)

Please do not
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Continuation sheet No 1
to Form No 395 and 410 (Scot)

Please complete
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black type, or bold
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Company Number

04289447

* delete if
inappropriate

Name of Company

Kandahar (Nottingham) Nominee No 2

Limited*

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

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

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Clause 4 of the Deed provides:

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4 Security

4 1 General

4 1 1 All the security created under this Deed is created in favour of the Security Trustee as continuing security for the payment and discharge of the Liabilities with full title guarantee

4 1 2 The covenants for title given under Clause 4 1 1 and implied by Section 3(1)(a) Law of Property (Miscellaneous Provisions) Act 1994 shall be qualified in respect of Charged Assets (other than the Property) to the extent that they may be subject to Permitted Security

4 2 Mortgage

The Chargors charge by way of legal mortgage
4 2 1 the Property, and
4 2 2 any other freehold or leasehold property vested in the Chargors

4 3 Fixed charge

4 3 1 The Chargors charge by way of fixed charge each of the following including all rights of enforcement of the same

- (a) their interest in any future freehold or leasehold property acquired after the date of this Deed,
- (b) their interest in the Relevant Contracts,
- (c) all fixtures, fittings, plant machinery, manuals and other chattels in respect of a Property and all guarantees and warranties in respect of any of them,
- (d) all easements, licences and other rights relating to a Property in which it has an interest,
- (e) the Control Accounts and any other accounts of that Chargor (other than the General Account),
- (f) their Intellectual Property,
- (g) the Investments,
- (h) if applicable its uncalled capital, and
- (i) their goodwill

4 4 No Security over Foreign Assets

Nothing in this Deed will be deemed to create any security in respect of any assets situated in Delaware, Jersey or Luxembourg

/...See continuation sheet 2

CHFP131

Particulars of a mortgage or charge (continued)

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

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black type, or bold
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Company Number

04289447

Name of Company

Kandahar (Nottingham) Nominee No 2 Limited

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inappropriate

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

Please complete
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4 5 Assignment

The Chargors assign subject to the provisions of Clause 13 (*Discharge*) each of the following including all rights of enforcement of the same

- (a) the Rents,
- (b) the Disposal Proceeds,
- (c) all book debts and other debts and all other monies due and owing to it except in relation to the General Account,
- (d) all monies standing to the credit of the Control Accounts and any other accounts of that Chargor (other than the General Account),
- (e) any Insurance Proceeds,
- (f) the benefit of the copyright and similar rights vested in it in connection with a Property,
- (g) all causes of action and other rights and remedies in which it has an interest,
- (h) all monies payable to it under any Hedging Arrangement,
- (i) the benefit of any monies paid or payable to it by way of compensation, endowment, gift, grant or otherwise, and
- (j) their interest in any VAT recoveries

4 6 Floating charge

The Chargors charge by way of floating charge all their assets, property and undertaking both present and future

4 7 Application of charges

4 7 1 The charges created under this Deed expressed to be

- (a) fixed charges, shall only apply to the extent that they create fixed security, and
- (b) floating charges, shall not apply to any Charged Asset which is the subject of any fixed security under this Deed

4 8 Negative Pledge

4 8 1 No Chargor shall create or permit Security over any of the Charged Assets

4 8 2 Clause 3 8 1 shall not apply to Permitted Security

/...See continuation sheet 3

CHFP131

Particulars of a mortgage or charge (continued)

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Continuation sheet No 3
to Form No 395 and 410 (Scot)

Please complete
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Company Number

04289447

Name of Company

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inappropriate

Kandahar (Nottingham) Nominee No 2 Limited

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

Clause 1.1 contains the following definitions:

1.1 Definitions

In this Deed

"Act" means the Law of Property Act 1925

"Borrower" means Kandahar Group Limited (registered in England and Wales with registered number 04910013)

"Charged Assets" means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by this Deed and the subject matter of each of them

"Facility Agreement" means the up to £249,120,000 facility agreement dated 4 July 2007 and made between among others, the Chargors (1) and the Security Trustee (2) and any agreement entered into under or supplemental to it or amending, restating or novating it

"Headlease" means any lease or underlease out of which a Chargor derives its estate or interest in a Property

"Intellectual Property" means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each member of the Group

"Investments" means the existing or future interest of

- (a) any stocks, shares bonds, units or any form of loan or other capital of or in any legal entity including shares in any company opposite which a Chargor is specified as a member in Section 3 of Schedule 1 and any shares in any residents or management company connected with a Property, and
- (b) any warrant or other right to acquire any such investment,

in each case, including any income, offer, right or benefit in respect of any such investment

"Liabilities" means all monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from each Obligor to the Finance Parties under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety, except for any obligation which, if it were so intended, would result in this Deed contravening Section 151 of the Companies Act 1985

/...See continuation sheet 4

CHFP131

Particulars of a mortgage or charge (continued)

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Continuation sheet No 4
to Form No 395 and 410 (Scot)

Please complete
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Company Number

04289447

Name of Company

Kandahar (Nottingham) Nominee No 2 Limited

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inappropriate

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

"Property" means the property details of which are set out in Section 2 of Schedule 1 (*The Properties*) including all

- (a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future,
- (b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it,
- (c) easements, access-rights, rights of way, wayleaves and rights attaching to it, and
- (d) where appropriate, any freehold or leasehold property charged by Clauses 3 2 2 (*Mortgage*) and 3 3 1(a) (*Fixed Charge*)

"Receiver" means any one or more receiver or manager, administrator, or receiver and manager appointed by the Security Trustee under this Deed (whether sole, joint and/or several and including any substitute)

"Relevant Contracts" means each and all of

- (a) each contract in respect of any disposal of any Charged Asset,
- (b) each Occupational Lease,
- (c) each Headlease,
- (d) any managing agent's agreement, and
- (e) all other agreements, in which a Chargor has an interest,

in each case, including any guarantees or sureties entered into in respect of them

NOTE. Clause 1 2 4 provides

Where two or more persons purport to create Security over a Charged Asset under this Deed then

- (a) they (or such of them as have the joint interest in the relevant Charged Asset) shall be deemed to have mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant Charged Asset,
- (b) each person shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest (if any) in the relevant Charged Asset, and
- (c) each person shall be deemed to have confirmed the Security granted by the others

NOTE: The Deed also provides that the terms defined in the Facility Agreement have the same meaning unless the contrary intention is expressed

NOTE: The parties to the Deed are expressed as:

- (1) **THE PARTIES** listed in Section 1 of Schedule 1 (*Chargors*) as chargors (together the "**Chargors**" and each a "**Chargor**")
- (2) **THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND** as security trustee for the Finance Parties (the "**Security Trustee**")

/...See continuation sheet 5

CHFP131

Particulars of a mortgage or charge (continued)

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Continuation sheet No 5
to Form No 395 and 410 (Scot)

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Company Number

04289447

Name of Company

Kandahar (Nottingham) Nominee No 2 Limited

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

Please complete
legibly, preferably in
black type, or bold
block lettering**Schedule 1**
The Chargors and the Properties**Section 1**
The Chargors

NAME	REGISTERED NUMBER
Kandahar (Nottingham) Nominee No 1 Limited	04289112
Kandahar (Nottingham) Nominee No 2 Limited	04289447
Kandahar (Nottingham) Nominee No 3 Limited	81005 (Jersey)
Kandahar (Nottingham) Nominee No 4 Limited	81006 (Jersey)
Maid Manon Trustee Limited	88960 (Jersey)
Kandahar (Nottingham) Limited	05208059
Kandahar (Nottingham) No 1 Limited	05285806

/...See continuation sheet 6

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Particulars of a mortgage or charge (continued)

Continuation sheet No 6
to Form No 395 and 410 (Scot)

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Company Number

04289447

Name of Company

Kandahar (Nottingham) Nominee No 2 Limited

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

**Section 2
The Properties**

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TRUSTEES	PROPERTY	DESCRIPTION
Kandahar (Nottingham) Nominee No 1 Limited	Nottingham Maid Marian Way (freehold)	Freehold land known as Newland House and Albany Hotel Maid Marian Way registered at the Land Registry with Title Absolute under title number NT203599
Kandahar (Nottingham) Nominee No 2 Limited		
Kandahar (Nottingham) Nominee No 3 Limited	Nottingham Maid Marian Way (leasehold)	Leasehold land known as Albany Hotel Maid Marian Way Nottingham held under a lease dated 22 September 1970 between (1) The Prudential Assurance Company Limited (2) Newland Securities (Central) Limited (3) Town & City Properties Limited for a term from 22 September 1970 to 26 September 2113 registered at the Land Registry with Title Absolute under title number NT18348
Kandahar (Nottingham) Nominee No 4 Limited		Freehold land known as Newton House Maid Marian Way Nottingham NG1 6GG registered at the Land Registry with Title Absolute under title number NT292359
		Leasehold land known as Newton House and land and buildings adjoining Maid Marian Way Nottingham held under a lease dated 23 June 1996 between (1) The Lord Mayor Alderman and Citizens of the City of Nottingham (2) The Prudential Assurance Company Limited for a term of 150 years from 29 September 1963 registered at the Land Registry with Title Absolute under title number NT203598
		Leasehold land known as Newton House and Newland House Maid Marian Way Nottingham held under a lease dated 24 June 1966 between (1) The Prudential Assurance Company Limited (2) Newland Securities (Central) Limited (3) Town & City Properties Limited as varied by a deed of variation dated 22 September 1970 for a term of 150 years less 3 days from 29 September 1963 registered at the Land Registry with Title Absolute under title number NT18366
		Leasehold land known as land at Maid Marian Way Nottingham held under a lease dated 19 October 2001 between (1) Harpoon Investments Limited and WXIII/GPUK Realty Company LLC (2) Topwell No 9 Limited and Topwell No 10 Limited for a term of 150 years (less 6 days) from 29 September 1963 registered at the Land Registry with Title Absolute under title number NT367205

/.. See continuation sheet 7

CHFP131

Particulars of a mortgage or charge (continued)

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Continuation sheet No 7
to Form No 395 and 410 (Scot)

Please complete
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Company Number

04289447

Name of Company

Kandahar (Nottingham) Nominee No 2 Limited

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

Section 3
The Investments

**Please complete
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MEMBER	COMPANY
Kandahar (Nottingham) Limited	Kandahar (Nottingham) Nominee No 1 Limited
	Kandahar (Nottingham) Nominee No 2 Limited
	Kandahar (Nottingham) No 1 Limited

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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 04289447

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 5th JULY 2007 AND CREATED BY KANDAHAR (NOTTINGHAM) NOMINEE NO 2 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE FINANCE PARTIES 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 24th JULY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th JULY 2007

A handwritten signature in black ink, appearing to read 'Lingde'.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES