

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

115469/39

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



5283026

Name of company

* TAG FARNBOROUGH ENTERPRISES LIMITED (the "Mortgagor")

Date of creation of the charge

22 October 2007

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

Third Party Debenture dated 22 October 2007 made between the Mortgagor and HSBC Bank plc (the "Lender") (the "Third Party Debenture")

Amount secured by the mortgage or charge

the Borrower's obligations and liabilities to the Lender ^{charge} under the Loan Agreement of any kind and in any currency (whether present or future, actual or contingent and whether owed by the Borrower as principal or surety or incurred alone or jointly with another and whether owed to the Lender as original obligee or as assignee or transferee), including (without limitation) interest, fees, banking charges, commission and expenses;

(the "Borrower's Liabilities")

(Please refer to Addendum 2/4)

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

HSBC BANK plc
8 Canada Square London

Postcode E14 5HQ

Presenter's name address and reference (if any)

Stephenson Harwood
One St. Paul's Churchyard
London
EC4M 8SH

Ref 160/01-45-01939

Time critical reference

For official Use (02/06)
Mortgage Section



PMO *PGFZP008* 163
COMPANIES HOUSE
COMPANIES HOUSE

LD9 *LX6NFU7R* 319
29/10/2007
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

In consideration of the Lender at the request of the Mortgagor giving financial facilities to the Borrower pursuant to the Loan Agreement and as a continuing security for the discharge and payment of the Borrower's Liabilities and with full title guarantee, the Mortgagor -

- a) charges to the Lender by way of legal mortgage all the freehold and leasehold property now vested in or charged to the Mortgagor, including the property specified in the Schedule,
- b) charges to the Lender by way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Mortgagor, except the property charged by clause 2.1 of the Third Party Debenture,

(Please refer to Addendum 4/4)

Please do not
write in
this margin

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

ol
-build
95

Particulars as to commission allowance or discount (note 3)

NIL

Signed Stephenson Howard

Date 25 October 2007

On behalf of ~~XXXXXXXXXXXX~~ [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 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 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 situated 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**.

Name of company

*insert full name
of Company

* TAG FARNBOROUGH ENTERPRISES LIMITED (the "Mortgagor")

Addendum 1/4

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

Addendum 2/4

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

"Borrower" means Farnborough Hotel Limited a company registered in the British Virgin Islands whose company number is 646553 and whose registered office is 125 Main Street, PO Box 144, Road Town, Tortola British Virgin Islands

"Loan Agreement" means the loan agreement dated 22 October 2007 between the Borrower and the Lender

Addendum 3/4

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

Addendum 4/4

- 4 Short particulars of all the property mortgaged or charged (continued)

- c) assigns to the Lender the benefit of all covenants and rights relating to the Mortgagor's freehold and leasehold property and the benefit of all easements serving or relating to such property, subject to reassignment on redemption,
- d) assigns to the Lender the proceeds of each policy of insurance now or in the future issued in relation to the Mortgagor's freehold and leasehold property and the other assets charged by this deed, subject to reassignment on redemption;
- e) assigns to the Lender all the plant, machinery, fixtures and fittings now and in the future belonging to the Mortgagor and all right, title and interest of the Mortgagor under any agreements (present or future) relating to the purchase, lease or hire purchase of the same subject to reassignment on redemption,
- f) assigns to the Lender the benefit of all contracts, appointments, warranties and other documents to which the Mortgagor is a party relating to development of the Mortgagor's freehold and leasehold property, subject to reassignment on redemption,
- g) charges to the Lender by way of fixed charge all the goodwill and uncalled capital of the Mortgagor present and future,
- h) charges to the Lender by way of fixed charge all shares, stock, debentures and other securities (whether, without limitation, certificated or uncertificated or units of security in an account or balance (whether held as a member or by a nominee) within the system operated by CRESTCo Limited or any other clearing, settlement or transfer system whatsoever and wherever situated) now and in the future belonging to the Mortgagor,

Name of company

*insert full name
of Company

* TAG FARNBOROUGH ENTERPRISES LIMITED (the "Mortgagor")

- 1) charges to the Lender by way of fixed charge all choses in action, claims and intellectual property rights now and in the future belonging to the Mortgagor;
- 2) charges to the Lender by way of fixed charge all book debts and other debts now and in the future owing to the Mortgagor and the proceeds of payment or realisation of each of them;
- k) assigns to the Lender the benefit of any currency swap or interest rate swap, cap or collar arrangement, any future, option, forward rate agreement, any derivative instrument (howsoever described) or any other agreement with the Lender or any third party for protecting or hedging the Mortgagor's liabilities to the Lender at any time, subject to reassignment on redemption,
- l) charges to the Lender by way of fixed charge all funds standing to the credit of the Mortgagor from time to time on any account with the Lender or any other bank or financial institution, including the Rental Income Account;
- m) charges to the Lender by way of fixed charge all negotiable instruments at any time drawn, issued or endorsed in favour of, or held by or on behalf of, the Mortgagor, including any such instruments which at any time have been deposited with the Lender (whether or not endorsed to the Lender), and
- n) charges to the Lender by way of floating charge all the undertaking and all property, assets and rights of the Mortgagor present and future wherever situate not from time to time subject to a mortgage, fixed charge or assignment under this deed

IMPORTANT NOTE

The Mortgagor will not without the prior written consent of the Lender or save as permitted under the Loan Agreement do any of the following -

- i) (except by the terms of this deed) create or permit to arise or continue any Encumbrance, right of set-off, counterclaim, equity or other third party right whatsoever affecting the Charged Property (whether present or future) nor increase nor extend any liability of the Mortgagor secured on any of the Charged Property (whether present or future),
- ii) dispose of the Charged Property charged by clauses 2 1 to 2 13 of the Third Party Debenture inclusive or, following crystallisation of the floating charge created by clause 2 14 of the Third Party Debenture, the Charged Property charged by clause 2 14 of the Third Party Debenture,
- iii) deal with the Mortgagor's book debts and other debts otherwise than by collecting them in the ordinary course of the Mortgagor's business or (without limitation) realise its book debts and other debts by means of block discounting, factoring or the like,
- iv) dispose of the Charged Property charged by clause 2 14 of the Third Party Debenture other than in the ordinary course of, and for the purposes of, carrying on its trading business while the floating charge remains uncrystallised, or
- v) grant or accept a surrender of, or vary, any lease or licence of, or part with or share possession or occupation of, its freehold and leasehold property or any part of it or reduce any sum payable under them nor enter into any onerous or restrictive obligations affecting its freehold and leasehold property or any part of it or consent to any

5283026

Name of company

*insert full name
of Company

* TAG FARNBOROUGH ENTERPRISES LIMITED (the "Mortgagor")

assignment or sub-lease of any interest in its freehold and leasehold property or any part of it

Where:

"Charged Property" means the property, assets and undertaking, mortgaged, charged or assigned by the Mortgagor to the Lender by clause 2 of the Third Party Debenture,

"Encumbrance" includes any mortgage, charge (fixed or floating), pledge, hypothecation or lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority (including, without limitation, the deposit of monies or property with a person with the intention of affording such person a right of set-off or lien) and any sale or leaseback, sale and repurchase or deferred purchase arrangements and any other agreement or arrangement having a similar economic

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05283026

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A THIRD PARTY DEBENTURE DATED THE 22nd OCTOBER 2007 AND CREATED BY TAG FARNBOROUGH ENTERPRISES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER 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 7th NOVEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th NOVEMBER 2007

A handwritten signature in black ink, appearing to be 'R. R.' or similar.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES