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COMPANIES FORM No. 395
Particulars of a mortgage or charge

11/06/08/13

395

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

CHWP000

Pursuant to section 395 of the Companies Act 1985

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

*insert full name of Company

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

For official use Company number

25

05562644

Name of company

TCG Acquisitions Limited ("Chargor")

Date of creation of the charge

7 August 2008

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

Supplemental charge ("Supplemental Charge")

Amount secured by the mortgage or charge

6
+
10.
a1-
The "Liabilities" as defined in the Principal Charge, being all monies 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 to the Lender (and/or to the Hedging Counterparty) 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 on any current or other account whatever including interest discount commission and other costs, charges and expenses or under the Principal Charge ("Liabilities")

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

Anglo Irish Bank Corporation plc ("Lender")
10 Old Jewry
London

Postcode EC2R 8DN

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
Ref Legal 7103426 3/LBA/14212 00608

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

FRIDAY



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LD4

15/08/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see continuation sheets

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)

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

Signed *Ben Loughton* *Passin Ltd* Date *14 AUGUST 2007*

[†]delete as
appropriate

On behalf of ~~[company]~~ [mortgagee/chargee][†]

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.

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Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

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

Company Number

05562644

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

Name of Company

TCG Acquisitions Limited ("Chargor")

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

By way of first legal mortgage the Additional Property

Notes

- 1 The Supplemental Charge incorporates a provision from the Principal Charge that the Chargor shall execute and do at its own cost and in such form as reasonably required by the Lender such further additional mortgages, fixed or floating charges, assignments, transfers and conveyances and such assurances, deeds, documents, acts and things as the Lender may reasonably require to perfect or protect the security created by the Supplemental Charge and/or to facilitate or effect any dealing with the Additional Property in connection with the Supplemental Charge including service of any notice of assignment (and procuring receipt of that notice) and affixing or indorsing (as appropriate) notice of the security intended by the Supplemental Charge on any Additional Property
- 2 The Supplemental Charge incorporates a provision from the Principal Charge that the Chargor shall not, without the prior written consent of the Lender
 - (a) (save for any Permitted Security Interest as defined in the Facility Agreement) create or attempt or contract to create or suffer or permit to subsist, any Security Interest over the Additional Property nor do anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the security created or intended by the Finance Documents and to ensure that the Additional Property remains subject to the security created by the Finance Documents,
 - (b) (save, in each case, for the Permitted Disposals as defined in the Facility Agreement) in relation to the Additional Property
 - (i) sell, convey, assign, release, dispose, realise, part with possession or transfer any of the Additional Property or any interest in them, nor
 - (ii) grant any easement, proprietary right or interest in relation to them nor enter into any proprietary covenant in relation to them
- 3 The Supplemental Charge incorporates a provision from the Principal Charge that at any time after making proper demand under the Principal Charge and without further notice to the Chargor the Lender may combine or consolidate any accounts of the Chargor (or any other monies held by the Lender to the account of the Chargor) of any nature and/or set-off or transfer any monies standing to the credit of any such accounts in or towards satisfaction of the Liabilities. The Lender may exercise its rights under this clause even where such monies have been deposited with the Lender for a specific period and such period has not expired
- 4 The Supplemental Charge provides that the Chargor authorises the Lender to make an application to the Land Registry on Form RX1 (or such other form as may be prescribed from time to time) to enter a restriction against any disposition of the relevant registered estate

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

5 The Supplemental Charge contains or incorporates the following definitions

Additional Borrower means any party who accedes to the Facility Agreement in accordance with Clause 26.2 (New Obligors) of the Facility Agreement as a borrower after the date of the Facility Agreement

Additional Guarantor means any party who accedes to the Facility Agreement in accordance with Clause 26.2 (New Obligors) of the Facility Agreement and the Guarantee after the date of the Facility Agreement

Additional Property means

- (a) the property details of which are set out in the Schedule below (and any land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future) including all buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in the future on it and all easements, access-rights, rights of way, wayleaves and rights attaching to it and in each case each and every part of it, and
- (b) the Ship

Borrowers means the Original Borrower and any Additional Borrowers

Facility Agreement means the facility agreement dated 17 September 2005 made between the Lender (1) the Original Borrower (2) and the Chargor and TCG Property Management Limited (3) and any letter, agreement, charge, deed or other instrument entered into under or supplemental to it

Finance Documents means each and all of the Facility Agreement and also each Accession Deed (as and when entered into), each Security Document, the Hedging Arrangement, the Bank Guarantee, the Counterindemnity, the Intercreditor Deeds, each Utilisation Request (each as defined in the Facility Agreement) and all other documents or instruments granted or created in favour or for the benefit of the Lender and/or the Hedging Counterparty under the Facility Agreement and any other document so designated by any of the parties and the Lender now or in the future

Guarantee means the guarantee referred to in Schedule 2 (Security Documents), paragraph 1.3, of the Facility Agreement, and any guarantee provided pursuant to the Supplemental Facility Agreement

Guarantors means an Original Guarantor and/or an Additional Guarantor

Hedging Arrangement means any currency swap or interest rate swap, cap and/or collar, forward rate, fixed deposit and any other similar financial hedging arrangement in relation to the Finance Documents

Hedging Counterparty means the party or parties to the Hedging Arrangement other than any Obligor whether or not such party is the Lender

Obligor means each and all of the Borrowers and the Guarantors

Opco means TCG Acquisitions Limited (registered in England and Wales with company number 5562644)

Original Borrower means TCG Holdings Limited (registered in Guernsey with number 43675)

Original Guarantor means each party identified as an original guarantor in the Facility Agreement, being the Chargor, TCG Property Management Limited, Maple I Unit Trust and Maple II Unit Trust, in each case including their successors in title and assigns

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Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

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

Company Number

05562644

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

Name of Company

TCG Acquisitions Limited ("Chargor")

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

Principal Charge means a debenture dated 18 September 2005 between the Chargor (1) and the Lender (2)

Security Interest means any mortgage, pledge, lien, charge, security assignment, hypothecation, standard security, assignation, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset

Ship means the m v "Tattershall Castle" registered under British flag at the port of Grimsby under Official Number 162888 and includes any share or interest in that vessel and its engines, machinery, boats, tackle, outfit, spare gear, fuel, consumable or other stores, belongings and appurtenances whether on board or ashore and whether now owned or later acquire

Supplemental Facility Agreement means the supplemental agreement dated 30 June 2008 and made between the parties to the Facility Agreement and TopCo

TopCo means Tattershall Castle Group Limited (company no 43674) a company registered in Guernsey whose registered office is at Trafalgar Court, Les Banques, St Peter Port, Guernsey

Schedule

- 1 Bar 38, Unit C, Port East Buildings, West India Quay, London (Title number EGL461649),
- 2 Evolution (Norwegian Blue), Unit 10, The Printworks, Manchester M4 2BL (Title number GM870923),
- 3 Via Fossa, Unit B, Port East Building, West India Quay, London (Title number EGL461650),
- 4 Henry's Bar, 81 Piccadilly, London (title number NGL887327),
- 5 Broadgate Exchange, 2 Exchange Square, off Appold Street, London EC2M 2QS (title number EGL268324),
- 6 London Stone, 105-109 Cannon Street, London EC4N (title number NGL361741),
- 7 George Staples, Blackfen Road, Sidcup DA15 8PR (title number SGL584901),
- 8 Queens Head, 25/27 Tryon Street, Chelsea, London SW3 3LG (title number BGL15220),

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

- 9 Kings Arms, 23 Poland Street, London W1F 8QJ (title number NGL733880),
- 10 Hop Poles, 17/19 King Street, Hammersmith, London W6 9HR (title number NGL597335),
- 11 Richmond Arms, 20 The Square, Richmond TW9 1DZ (title number TGL116883),
- 12 Crispin, Broadgate Centre, London EC2M 2PA (title number NGL718591),
- 13 Parkview, 23 High Street, Ealing, London W5 5DB (title number AGL51126),
- 14 Bedroom, 12 Anlaby Road, Hull HU1 2PA (title number HS145610),
- 15 Bedroom, 49 The Mardol, Smithfield Road, Shrewsbury SY1 1PU (title number SL180843),
- 16 Weavers, 1/3 Gatley Road, Cheadle SK8 1PY (title number MAN72388),
- 17 Quayside, Leisure World, West Quay Road, Southampton SO15 1RE (title number HP630434),
- 18 Bar Edge, Unit 2/5 Waterfront East, Level Street, Brierley Hill DY5 1XG (title number WM659782),
- 19 Land at Henry's Cafe Bar, Quayside, Cambridge CB5 8AB as demised by a lease dated 9 July 1990 and made between the Master and Fellows of Magdalene College in the University of Cambridge (1) and Whitbread and Company plc (2) (unregistered),
- 20 Henry's Café Bar, 10 Greek Street, Leeds LS1 5RU (title number WYK761859),
- 21 Comedy, 7 Oxendon Street, Piccadilly, London SW1Y 4EE registered (title number NGL801259),
- 22 Square, Peter Street, Manchester M2 5QR (title number GM812533),
- 23 Square Balloon, 127 Above Bar Street, Southampton SO14 7FH (title number HP511352),
- 24 Square, Wherry Road, Riverside, Norwich NR1 1WX (title number NK268093),
- 25 Rat & Parrot, 91 High Street, Northgate, Crawley RH10 1BA (title number WSX221612),
- 26 Ivory Lounge, 167/169 Bexley Heath DA6 7ES (title number SGL596696),
- 27 Ivory Lounge, Unit 7, Oracle Centre, Reading RG1 2AG (title numbers BK373138 and BK373139),
- 28 Dr Johnson, Longwood Gardens, Ilford IG5 0EN (title number EGL344254),
- 29 Three Tuns, 8 Market Street, Windsor SL4 1PB (title number BK338927),
- 30 Minerva Hotel, Nelson Street, Hull HU1 1XE (title number HS120515),
- 31 The Bedroom Wakefield, Westgate, Wakefield WF1 1BW (title number WYK445835)



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 5562644
CHARGE NO. 25

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL CHARGE DATED
7 AUGUST 2008 AND CREATED BY TCG ACQUISITIONS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY (AND/OR TO THE HEDGING
COUNTERPARTY) TO ANGLO IRISH BANK CORPORATION 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 15 AUGUST
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 AUGUST 2008



Companies House
— for the record —

PS



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES