

MG01

Particulars of a mortgage or charge



105362/78

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

TUESDAY



LD4 *LO3POKAJ* 118
25/05/2010
COMPANIES HOUSE



Company details

Company number

7 2 0 0 2 9 3

Company name in full

ECCLESTON SQUARE HOTEL HOLDINGS LIMITED

For official use

Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *



Date of creation of charge

Date of creation

01 09 2005 20 01 20



Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Debenture



Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

As continuing security for the payment of: all sums
of money which have been or are now or may
hereafter from time to time be advanced to the
Company by "the Mortgagee" All other indebtedness
and/or liabilities whatsoever of the Company to the
Mortgagee present, future, actual and/or
contingent. On a full indemnity basis, all costs,
charges, and expenses and other sums expended,
paid, incurred or debited to any account (including
any advances to be made) in relation to the
enforcement of rights under the Debenture or the
recovery of any of the indebtedness or other
liabilities of the Company by the Mortgagee, or by
any Administrative Receiver or by any delegate or
sub-delegate appointed by the Mortgagee, pursuant
to the Debenture including (but without prejudice
Please see continuation sheet/

Continuation page

Please use a continuation page if
you need to enter more details

MG01

Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name	Bank Leumi (UK) plc
Address	20 Stratford Place
	London
Postcode	W 1 C 1 B G
Name	
Address	
Postcode	

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

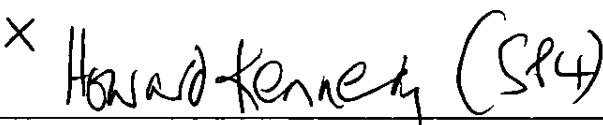
Continuation page

Please use a continuation page if you need to enter more details

Short particulars	<p>1 A charge by way of legal mortgage over all estates and interests in any freehold and/or leasehold property referred to in the First Schedule to the Debenture and all buildings fixtures (including trade fixtures) and fixed plant and machinery owned by the Company and from time to time on or in such freehold and/or leasehold property ('the Legally Mortgaged Property') and/or the proceeds of sale thereof</p> <p>2 A fixed equitable charge on the Company's estates or interest in any freehold and leasehold property ((except the property referred to in paragraph 1 above)) at the date of the Debenture and at any time belonging to or charged to the Company and all licences now or hereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all building fixtures (including trade fixtures) and fixed plant and machinery owned by the company thereon from time to time ('the Equitably Charged Property') and/or the proceeds of sale thereof</p> <p>3 A fixed charge over all book debts and other debts at the date of the Debenture and from time to time due or owing to the Company and all proceeds thereof and the benefit of all rights relating thereto, ('the Book and other Debts'),</p> <p>4 A fixed charge on all credit balances of the Company with other bankers or third parties ('the Credit Balances'),</p> <p>5 A fixed charge over all stock shares and/or other securities ('the Securities') at the date of the Debenture or at any time belonging to the Company in any subsidiary or associated company of the Company and/or those which, or the certificates of which, are at the date of the Debenture or may at any time hereafter be deposited with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or its nominees and all rights in respect of or incidental to the Securities,</p> <p>6 A fixed charge all documents which have been or may from time to time be deposited with the Bank and which are not charged to the Bank pursuant to the foregoing sub-clauses or pledged under condition 9 of the Debenture, including all rights, monies or property (whether of a capital or income nature) howsoever accruing or derived therefrom or arising in respect thereof ("the Deposited Property"),</p> <p>See continuation sheet/</p>
-------------------	--

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any) Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered	
Commission allowance or discount	NIL	
8	Delivery of instrument You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866) We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)	
9	Signature Please sign the form here Signature X  X This form must be signed by a person with an interest in the registration of the charge	

MG01

Particulars of a mortgage or charge

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name

Simon Pullen

Company name

Howard Kennedy

Address

19 Cavendish Square

London

Post town

County/Region

Postcode

W1A 2AW

Country

DX

DX 42748 Oxford Circus North

Telephone

020 7663 8613

Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge



4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>4. continued/</p> <p>to the generality of the foregoing) remuneration payable to any Administrative Receiver, delegate or sub-delegate as aforesaid, and all costs, charges and expenses incurred in the rotation, realisation or enforcement of the security constituted by or pursuant to the Debenture. Interest on the foregoing until full discharge on a daily basis and otherwise as specified in the Debenture</p>	

MG01 - continuation page
Particulars of a mortgage or charge



5

Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name _____

Address

Postcode

Name _____

Address

Postcode

Name _____

Address

Postcode

Name _____

Address

Postcode

Name _____

Address

Postcode

Name _____

Address

Postcode

Name _____

Address

Postcode

Name _____

Address

Postcode

MG01 - continuation page

Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="323 353 1011 383">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="323 423 1503 730"> 7 A fixed charge over the goodwill licences, patents, patent applications, trademarks, trademark applications, services marks, service mark applications, copy rights, rights in the nature of copyright and all other intellectual property belonging to the Company at the date of the Debenture and at any time, 8. A floating charge over the Company's undertaking and all its other property, assets, rights whatsoever and wheresoever present and/or future including those expressed as charged by way of fixed charge if and to the extent that such charge may fail for any reason to operate as a fixed charge ('the Property Charged by way of Floating Charge'), All the property referred to in 1 - 8 above are together defined herein as 'the Charged Property' </p> <p data-bbox="323 734 376 757">N B</p> <p data-bbox="323 768 1503 1944"> 1) The Debenture prohibits the Company without the consent in writing of the Bank, from (inter alia) - (a) creating any mortgage, charge or other security interest over the Equitably Charged Property or any part thereof or any interest thereon, (b) exercising the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors with reference to the Equitably Charged Property and the Legally Mortgaged Property, (c) parting with possession of the Equitably Charged Property or the Legally Mortgaged Property or any part thereof or conferring upon any person whatsoever any licence, right or interest to occupy it or any part thereof; (d) creating any mortgage, charge or other security interest over the Securities or any part of or any interest in the same, (e) selling, factoring, discounting or otherwise charging or assigning the Book and other Debts and the Credit Balances specifically charged by the Debenture in favour of any other person or purporting to do so; (f) with reference to the Property Charged by way of Floating Charge - 1 creating any mortgage, charge or other security interest ranking in priority to pari passu with or subsequent to that charge, and/or, 11 selling or otherwise disposing of the whole or, except in the ordinary course of business and for full value, any part of the Company's undertaking (g) Without prejudice and in addition to all other restrictions contained in the Debenture the Company covenants with the Bank not without the prior written consent of the Bank to create or permit to subsist any mortgage or charge or other encumbrance in favour of any third party of or affecting the Charged Property or any part or parts thereof other than, 1) the existing mortgages, charges and/or other encumbrances (if any) of which brief particulars are set out in the Second Schedule hereto, and limited to the maximum principal sums specified in respect of such mortgage, charge or other encumbrance in the said Schedule, 11) arising by operation of law, 111) particular liens arising in the ordinary course of business, otherwise than for obligations more than thirty days overdue which have not been contested in the good faith, 1v) pledges or charges created for the purpose of financing contracts in the ordinary course of business for the purchase or sale of goods 2. The Debenture includes an obligation of the Company to pay to the Bank all monies which it may receive in respect of the Book and other Debts and the Credit Balances specifically charged by the Debenture </p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 7200293
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 19 MAY 2010
AND CREATED BY ECCLESTON SQUARE HOTEL HOLDINGS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO BANK LEUMI (UK) PLC ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 25 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 MAY 2010



Companies House
— for the record —

DP
12



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES