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In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



iris
LASERFORM

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 regis
particulars of a charge for a Scoti
company To do this, please use
form MG01s

THURSDAY



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07/10/2010

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COMPANIES HOUSE

1 Company details 3 For official use

Company number 0 7 2 8 5 7 1 6

Company name in full ☒ Hallmark Hotels (Gloucester) Limited

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation ☒ 2 1 0 9 2 0 1 0

3 Description

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

241 Description Composite Guarantee and Debenture

4 Amount secured

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

Amount secured all indebtedness, liabilities and obligations which are now or may at
any time hereafter be due, owing or incurred in any manner
whatspever to the Security Beneficiaries or any of them by any Group
Company, whether actually or contingently, pursuant to or in respect
of the Finance Documents from time to time and in any case,
whether solely or jointly with any other person, whether as principal or
surety and whether or not the Security Beneficiaries or any of them
shall have been an original party to the relevant transaction and in
whatever currency denominated and including interest, discount,
commission and other lawful charges or reasonable expenses which
the Security Trustee, the Security Beneficiaries or any of them may
charge hereunder or pursuant to the Finance Documents (the
"Secured Obligations")

For interpretation please see Part 6 of this form

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 ✓ Zeus Private Equity LLP (No OC315480)

Address Lowry House, 17 Marble Street

Manchester

Postcode M 2 3 A W

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

Please see continuation pages

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Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
Commission allowance or discount	<p>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</p> <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, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
	None	
8	Delivery of Instrument	
	<p>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)</p>	
	<p>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)</p>	
9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p>X  X</p>	
	This form must be signed by a person with an interest in the registration of the charge	

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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 Alexandra Laver

Company name Shoosmiths

Address 3 Hardman Street

Spinningfields

Post town Manchester

County/Region

Postcode M 3 3 H F

Country

DX DX 14393 MANCHESTER

Telephone 0370 086 5600

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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
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

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

- 1 Each Charging Company hereby irrevocably and unconditionally guarantees to the Security Trustee (on behalf of each of the Security Beneficiaries) to pay to the Security Trustee on demand when due the Secured Obligations (except any Secured Obligations in respect of which the relevant Charging Company is already primarily liable)

The Guarantee is given subject to and with the benefit of the provisions set out in schedule 3 of the Deed

- 2 Each of the Charging Companies hereby covenants with the Security Trustee that as and when the Secured Obligations or any part of them are due for payment or on such earlier date as this security becomes enforceable in accordance with the terms of the Deed it shall on demand in writing by the Security Trustee pay the Secured Obligations (or as the case may be the part of the Secured Obligations then due to be paid and remaining unpaid) to the Security Trustee
3. **FIXED AND FLOATING CHARGES**

With full title guarantee and as a continuing security for the payment or discharge of all the Secured Obligations and all their other obligations under the Deed -

(a) each Charging Company hereby charges to the Security Trustee (for the benefit of the Security Beneficiaries) by way of first legal mortgage

 - (i) the freehold property know as land on the east side of Matson Lane, Gloucester and Redwell Leisure Centre, Matson Lane, Matson (more commonly known as Ramada Gloucester Hotel and Country Club) as the same is registered at the Land Registry under Title Numbers GR52087 and GR61915 together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon,
 - (ii) all other freehold and leasehold interests in the properties now vested in it but title to which is not registered at HM Land Registry described in part II of schedule 2 of the Deed together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon,

(b) each Charging Company charges to the Security Trustee (for the benefit of the Security Beneficiaries) by way of first fixed charge -

 - (i) all present and future freehold and leasehold property of such Charging Company not otherwise charged by way of legal charge pursuant to clauses 3(a)(i) and (ii) together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party,

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon,

(ii) all estates and interests not hereinbefore effectively charged now or hereafter belonging to such Charging Company in or over land wheresoever situate or the proceeds of sale of land and all licences now or hereafter held by such Charging Company to enter upon or use land and the benefit of all other agreements relating to land to which such Charging Company is or may become a party or otherwise entitled and all trade and tenants' fixtures, plant and machinery owned by such Charging Company now or hereafter annexed to all freehold and leasehold property its estate or interest in which it stands charged under this Deed,

(iv) the goodwill of such Charging Company and its uncalled capital now or at any time hereafter in existence and future calls (whether made by the directors of the Charging Company or by a Receiver or a liquidator),

(v) all Intellectual Property,

(vi) all plant, vehicles and machinery now or at any time hereafter belonging to such Charging Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress),

(vii) all chattels now or at any time hereafter hired, leased or rented by such Charging Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract;

(viii) all Receivables,

(ix) the benefit of all contracts licences consents and authorisations (statutory or otherwise) ("Contracts") held in connection with its business or the use of any Charged Property specified in any other paragraph of this clause 3 and the right to recover and receive all compensation which may be payable to it in respect of them,

(x) the benefit of all representations, undertakings, warranties and indemnities granted in favour of such Charging Company under or pursuant to the Acquisition Documents and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them

(c) Each Charging Company hereby charges to the Security Trustee (for the benefit of the Security Beneficiaries) by way of first floating charge all its undertaking and all its property and assets whatsoever and wheresoever situated both present and future, including (without prejudice to the generality of the foregoing) (i) heritable property and all other property and assets in Scotland and (ii) the proceeds of the collection

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>of any Receivables, but excluding any property or assets from time to time or for the time being effectively charged by way of fixed charge under or pursuant to this Deed</p> <p>(d) The security from time to time constituted by or pursuant to this Deed shall -</p> <p>(i) be in addition to and shall be independent of every bill, stock, guarantee, mortgage or other security which the Security Trustee, the Security Beneficiaries or any of them may at any time hold for any of the Secured Obligations and it is hereby declared that no prior security held by the Security Trustee, the Security Beneficiaries or any of them over the Charged Property or any part thereof shall merge into the security created by or pursuant to this Deed, and</p> <p>(ii) remain in full force and effect as a continuing security until the earlier of (i) the Security Trustee having certified in writing that the Secured Obligations have been discharged in full and (ii) the security constituted by this Deed having been released</p> <p>(e) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to this Deed</p> <p>4. CRYSTALLISATION OF FLOATING CHARGE</p> <p>(a) The Security Trustee may by notice in writing to a Charging Company convert the floating charge created pursuant to clause 3(c) into a fixed charge as regards all or any of that Charging Company's assets charged under clause 3(c) and specified in the notice if -</p> <p>(i) an Event of Default occurs which remains unremedied or unwaived, or</p> <p>(ii) the Security Trustee in its absolute discretion considers those assets to be in danger of being seized, or sold under any form of distress, attachment, execution or other legal process</p> <p>(b) The floating charge created by a Charging Company under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to the assets of that Charging Company -</p> <p>(i) on the convening of any meeting of the members of that Charging Company to consider a resolution to wind up that Charging Company, or</p> <p>(ii) on the presentation of a petition (other than a petition determined by the Security Trustee (acting reasonably) to be frivolous or vexatious) to wind up that Charging Company which is not discharged within 14 days, or</p> <p>(iii) on the appointment of (or the taking of any formal step to appoint) an administrator to that Charging Company, or</p>	

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(iv) if that Charging Company fails to comply with its obligations under clause 6 of this Deed provided always that in such circumstances the floating charge shall be converted into a fixed charge in respect only of the assets of such Charging Company which have been encumbered or that have been otherwise sold, discounted, factored, transferred, leased, lent or otherwise disposed of

(c) Service by the Security Trustee of a notice pursuant to clause 4(a) above in relation to any class of assets of any Charging Company shall not be construed as a waiver or abandonment of the Security Trustee rights to serve similar notices in respect of any other class of assets or of any other of the rights of the Security Trustee or any of them under this Deed

5. NEGATIVE PLEDGE AND FURTHER SECURITY

(a) Each Charging Company severally covenants with the Security Trustee (for the benefit of the Security Beneficiaries) that during the continuance of this security it shall not without the consent in writing of the Security Trustee -

(i) (create, extend or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon any of the Charged Property to secure any liability, actual or contingent,

(ii) save as permitted or required under this Deed, sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or, save in the normal course of trading, any part of the Charged Property --

Interpretation:

"Acquisition Documents" means the business purchase agreement dated on or around the date hereof for the acquisition of the business and assets of a hotel carried on under the name "Ramada Gloucester Hotel and Country Club" together with all other documents entered into or to be delivered pursuant thereto,

"Charging Companies" means Hallmark Hotels Finance Limited, Hallmark Hotels (Gloucester) Limited and Hallmark Hotels Hull Limited;

"Charged Property" means the property referred to in clause 3 and all other property of whatsoever nature from time to time charged by or pursuant to the Deed,

"Company" means the company in Part 1 of this form,

"Deed" means the 'Composite Guarantee and Debenture' between (1) Hallmark Hotels Finance Limited and Others (as Charging Companies) and (2) Zeus Private Equity LLP (as Security Trustee)

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>as from time to time amended and any document made pursuant or supplemental to it,</p> <p>"Encumbrance" includes any mortgage, pledge, lien, charge assignment by way of security, hypothecation, security, interest or any other security agreement or arrangement (excluding retention of title clauses) whether relating to existing or future assets,</p> <p>"Event of Default" means an event specified in Condition 3 1 of the Loan Note Instrument,</p> <p>"Finance Documents" means</p> <ul style="list-style-type: none"> (a) the Loan Note Instrument, (b) each certificate in respect of the Notes, (c) the Security Documents, and (d) any other document designated as such in writing by the Security Trustee and the Company, <p>"Group" means the Company and its Subsidiaries from time to time,</p> <p>"Group Company" means any member of the Group and "Group Companies" means all of them,</p> <p>"Guarantee" means the Guarantee contained in clause 1 as extended by schedule 3 of the Deed,</p> <p>"Intellectual Property" means copyrights, patents and registered and unregistered designs (including applications and rights to apply therefor), inventions, trademarks and service marks whether registered or not (including all registrations thereof and applications and rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions or other intellectual property throughout the world now or at any time hereafter belonging to or created by or assigned to a Charging Company,</p> <p>"Loan Note Instrument" means the instrument dated on or about the date of the Deed executed by the Company constituting the Notes;</p> <p>"Noteholders" means the holders of the Notes from time to time,</p> <p>"Notes" means the secured loan notes 2017 (Gloucester) of the Company constituted by the Loan Note Instrument,</p> <p>"Permitted Encumbrance" means any of</p> <ul style="list-style-type: none"> (a) a lien or right of set-off arising between Charging Companies or in the ordinary course of business solely by operation of law (or by contractual provisions having substantially similar effect) and securing amounts not more than 40 days overdue or where the payment of the amount is being contested in good faith, or 	

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Please give the short particulars of the property mortgaged or charged

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- (b) an Encumbrance arising under the Finance Documents, or
- (c) an Encumbrance over any asset arising in the ordinary course of business as a result of the title retention or title-transfer provision in the contract relating to the acquisition of that asset, or
- (d) any Encumbrance in favour of National Westminster Bank plc, or
- (e) an Encumbrance which the Security Trustee has at any time in writing agreed shall be a Permitted Encumbrance,

"Receivables" means all present and future book debts, rentals, royalties, fees, amounts receivable under any hedging arrangements, VAT and all other amounts recoverable or receivable by any Charging Company from other persons due or owing to such Charging Company and the benefit of all rights relating thereto including, without limitation, negotiable instruments, legal and equitable charges, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights,

"Receiver" means any receiver or receiver and manager appointed by the Security Trustee under or by virtue of the Deed whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time,

"Security Beneficiaries" means the Security Trustee and the Noteholders,

"Secured Obligations" means all indebtedness, liabilities and obligations which are now or may at any time hereafter be due, owing or incurred in any manner whatsoever to the Security Beneficiaries or any of them by any Group Company, whether actually or contingently, pursuant to or in respect of the Finance Documents from time to time and in any case, whether solely or jointly with any other person, whether as principal or surety and whether or not the Security Beneficiaries or any of them shall have been an original party to the relevant transaction and in whatever currency denominated and including interest, discount, commission and other lawful charges or reasonable expenses which the Security Trustee, the Security Beneficiaries or any of them may charge hereunder or pursuant to the Finance Documents;

"Security Documents" means the security documents to be entered into by the Charging Companies in favour of the Security Trustee or the Security Beneficiaries (including for the avoidance of doubt the security constituted under the Deed) to secure the Secured Obligations and the Security Trustee Deed,

"Security Trustee" means the company in Part 5 of this form (including their respective successors and permitted assigns),

"Security Trustee Deed" means the security trustee deed of even date herewith made between the Charging Companies (1), the Security Trustee (2) and the Original Noteholders (as defined therein), and

"Subsidiaries" means a subsidiary as defined in section 1159 of the Companies Act 2006



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7285716
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 21 SEPTEMBER 2010 AND CREATED BY
HALLMARK HOTELS (GLOUCESTER) LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM ANY GROUP
COMPANY TO THE SECURITY BENEFICIARIES OR ANY OF
THEM 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 7
OCTOBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 OCTOBER 2010

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES