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COMPANIES FORM No. 395

0040067

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[151111]

00532865

Name of company

* Country Club Hotels Limited (the "Company")

Date of creation of the charge

5 May 2005

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

Legal Charge (the "Legal Charge") dated 5 May 2005 granted by the Company in favour of Barclays Bank PLC as security trustee for the Secured Parties (the "Security Trustee").

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Borrower or a Guarantor or by some other person) of the Borrower or a Guarantor to the Security Trustee (whether for its own account or as security trustee for the Secured Parties) or any of the other Secured Parties under each of the Finance Documents including any liability in respect of any further advances made under the Finance Documents (the "Secured Obligations").

See Schedule 1 hereto for definitions used in this Form 395 that are not defined within the body of this Form 395.

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

Barclays Bank PLC (as Security Trustee for the Secured Parties), 5, The North Colonnade, Canary Wharf, London

Postcode E14 4BB

CH LONDON CANTON
Presentor's name address and reference (if any):

Clifford Chance Limited Liability

10 Upper Bank Street

London

E14 5JJ

NRPS/KDP/B4624/01667/RES

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



LD4
COMPANIES HOUSE

0428
16/05/05

Short particulars of all the property mortgaged or charged

The Company has charged with full title guarantee in favour of the Security Trustee (as trustee for the Secured Parties) as security for the payment and discharge of the Secured Obligations, by way of first legal mortgage, the Mortgaged Property.

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)

None

Signed Clifford Chance

Date 13 May 2005

On behalf of ~~XXXXXX~~ [mortgagee/ ~~XXXXXX~~ † Barclays Bank PLC

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 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 £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

**SCHEDULE 1
DEFINITIONS**

"Accession Letter" means a document substantially in the form set out in Schedule 6 to the Facilities Agreement.

"Agent" means Barclays Bank PLC.

"Arranger" means Barclays Capital, the investment banking division of Barclays Bank PLC, HSBC Bank PLC and The Royal Bank of Scotland plc.

"Borrower" means Wentworth No. 3 Limited.

"Compliance Certificate" means a certificate substantially in the form set out in Schedule 8 to the Facilities Agreement.

"Debenture" means the debenture dated 5 May 2005 granted by the Borrower and the Guarantors in favour of the Security Trustee.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.

"Facilities Agreement" means the term and revolving loan facilities agreement dated 5 May 2005 between, amongst others, the Borrower, the Guarantors, the Arranger, the Security Trustee and the Original Lenders.

"Fee Letter" means any letter or letters dated on or about the date of the Facilities Agreement between the Arranger and the Borrower (or the Agent and the Borrower or the Security Trustee and the Borrower) setting out any of the fees referred to in Clause 14 of the Facilities Agreement.

"Finance Document" means the Facilities Agreement, any Fee Letter, the Hedging Letter, any Accession Letter, any Compliance Certificate, any Hedging Agreement, any Subordination Agreement, any Transaction Security Document, and any other document designated as a "Finance Document" by the Agent and the Borrower.

"Finance Party" means the Agent, the Arranger, the Security Trustee, a Lender or a Hedge Counterparty.

"Guarantors" means each of the entities listed in Schedule 2 hereto (each a **"Guarantor"**).

"Hedge Counterparty" means a Lender which has entered into a Hedging Agreement.

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Borrower and a Hedge Counterparty for the purpose of hedging interest rate liabilities in accordance with the Hedging Letter delivered to the Agent under Clause 4.1 of the Facilities Agreement.

"Hedging Letter" means a letter between the Agent and the Borrower in the agreed form

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dated on or before the date of the Facilities Agreement (and executed by the Borrower) describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Borrower under the Facilities Agreement.

"Lender" means:

- (a) any Original Lender; and
- (b) any bank or any other financial institution which has become a Party in accordance with Clause 26 of the Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreement.

"Mortgaged Property" means the freehold and leasehold property specified in Schedule 3 hereto but which, for the avoidance of doubt, shall not include any freehold or leasehold property situated in Scotland.

"Obligor" means the Borrower or a Guarantor.

"Original Lenders" means Barclays Bank PLC, HSBC Bank PLC and The Royal Bank of Scotland plc.

"Party" means a party to the Facilities Agreement.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Security created under, or expressed to be created under, the Transaction Security Documents.

"Secured Parties" means the Security Trustee, the Agent and each Lender from time to time party to the Facilities Agreement, any Receiver or Delegate and each Hedge Counterparty.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person.

"Standard Security" means each standard security agreement governed by Scottish law granted by the following Guarantors in respect of the following properties situate in Scotland and dated 5 May 2005:

- (a) Swift Hotels Limited and Whitbread Hotels Limited over the Marriott Hotel, Inverness and the Marriott Hotel, Edinburgh;
- (b) Whitbread Hotels Limited over the Marriott Hotel Glasgow and the Marriott Hotel, Inverness; and
- (c) Country Club Hotels Limited over the Marriott Dalmahoy Hotel and Country Club.

"Subordinated Loan" means any loan provided from time to time by any person to an Obligor, the repayment of the principal and interest of which ranks behind and is subordinated to the Facility upon the terms of the Subordination Agreement.

"Subordination Agreement" means any subordination deed entered into on or after the date of the Facilities Agreement (and prior to the making of any Subordinated Loan) between the person making the Subordinated Loan, any Obligor which is a borrower of such Subordinated Loan and certain of the Finance Parties, in the form set out in Schedule 10 to the Facilities Agreement.

"Transaction Security Documents" means the Debenture and the Standard Security together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

Construction

Unless a contrary indication appears a reference in this Form 395 to:

- (a) the **"Agent"**, the **"Arranger"**, any **"Finance Party"**, any **"Lender"**, any **"Obligor"**, any **"Party"**, any **"Secured Party"**, the **"Security Trustee"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Trustee, any person for the time being appointed as Security Trustee or Security Trustees in accordance with the Finance Documents;
- (b) a document in **"agreed form"** is a document which is previously agreed in writing by or on behalf of the Borrower and the Agent or, if not so agreed, is in the form specified by the Agent;
- (c) **"assets"** includes present and future properties, revenues and rights of every description;
- (d) a **"Finance Document"** or a **"Transaction Document"** or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended or novated (however fundamentally);
- (e) **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (f) a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing;

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INTO BY COUNTRY CLUB HOTELS LIMITED (COMPANY NO.00532865)***

- (g) a provision of law is a reference to that provision as amended or re-enacted;
and
- (h) a time of day is a reference to London time.

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**SCHEDULE 2
GUARANTORS**

Guarantor	Registered number at Companies House
Breadsall Priory Limited	00747611
Broughton Park Hotel Limited	02241423
Condor Overseas Holdings Limited	FC025934
Country Club Hotels Limited	00532865
Cymric Hotel Company Limited	01758736
Cymric Hotel Partnership	n/a
Highcliff Hotel (Bournemouth) Limited	02273817
J. Burton (Warwick) Limited	00375372
Manor Hotels Limited	00187347
Old TIL Limited	03962209
Priory Leisure Limited	00996804
St. Pierre Golf and Country Club Limited	00504918
Scorechance 1 Limited	05348961
Scorechance 8 Limited	05349199
Scorechance 12 Limited	05349249
Scorechance 17 Limited	05349266
Scorechance 25 Limited	05349455
Sprowston Park Golf Club Limited	03664614
Swift Hotels Limited	00050371
Swingbridge Hotel Limited	02647450
The Four Seasons Hotel Investments Management Limited	02047617
Wentworth No.1 Limited	FC025932
Wentworth No.2 Limited	FC025930

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Guarantor	Registered number at Companies House
Wentworth No.3 Limited	FC025931
Wentworth No.4 Limited	FC025933
Wentworth Guarantee (BVI) Company Limited	n/a
Whitbread Guarantee Company Limited	04404586
Whitbread Hotels Limited	01033592
Whitbread Hotel Liverpool Limited	03223739

SCHEDULE 3

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MORTGAGED PROPERTY

1. The leasehold property referred to in lease dated 19 February 1973 made between Richard Augustus Bagot Phillimore (1) John Clayton and Associates (Leisure Developments) Limited (2) and John Clayton (3) as varied by deeds dated 6 March 1975 and 19 December 1989 the approximate extent of which is shown edged red on the attached plan being part of the property known as Meon Valley Marriott Hotel.
2. The leasehold property referred to in lease dated 20 December 1989 made between Marguente Sara Smith (1) and Country Club Hotels Limited (2) and between James Thomas Dinsdale and Annette Patricia Dinsdale (3) and Country Club Hotels Limited (4), being part of the property known as Meon Valley Marriott Hotel.

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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00532865

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 5th MAY 2005 AND CREATED BY COUNTRY CLUB HOTELS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER OR A GUARANTOR TO BARCLAYS BANK PLC (AS SECURITY TRUSTEE FOR THE SECURED PARTIES) OR ANY OF THE OTHER SECURED PARTIES 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 16th MAY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th MAY 2005.

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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES