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COMPANIES FORM No. 395

Particulars of a mortgage or charge

205441/442

395

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

CHFP025

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[J121]

2503442

Name of company

* Woolley Grange Limited (the "Charging Company")

Date of creation of the charge

11 August 2006

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

Guarantee and Debenture dated 11 August 2006 made between Luxury Family Hotels Limited, Woolley Grange Limited, Fowey Hall Limited and The Aquae Sulis Retail Company Limited (as Chargors) and Barclays Bank PLC (as Security Trustee) (the "Guarantee and Debenture").

Amount secured by the mortgage or charge

See Part II of the attached schedule

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

Barclays Bank PLC
1 Churchill Place, London

Postcode E14 5HP

Presenter's name address and
reference (if any):

Lovells
Atlantic House
Holborn Viaduct
London
EC1A 2FG

Ref F1/SMB/1690971.01

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See Part III of the attached schedule

The attached schedule refers to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Guarantee and Debenture and which must be read as part of those charges.

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)

Not applicable

Signed

Loxley

Date

18 August 2006

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] †

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

Notes

† delete as appropriate

- 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**

SCHEDULE TO FORM 395

Part I

Definitions

In this Schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Guarantee and Debenture unless otherwise specified. In this Form 395 the following expressions shall have the following meanings respectively set out below:

"Account Bank" means Lloyds Bank Plc acting through its branch at 47 Milsom Street, Bath BA1 1DN or such other bank as the Security Trustee may from time to time specify;

"Act" means the Companies Act 1985;

"Additional Debenture" means the debenture dated on or about the date of this Agreement and made between the Facility Agent and Luxury Family Hotels Limited, Woolley Grange Limited, Fowey Hall Limited and The Aquae Sulis Retail Company Limited;

"Agreement for Lease" means any agreement by an Obligor to grant a Lease over all or part of all its interest in a Property;

"Assets" means, in relation to a Chargor, all its undertaking, property, assets, revenues and rights of every description, or any part of them;

"Building Contract" means each agreement from time to time entered into between an Obligor and a Building Contractor in relation to Planned Works;

"Building Contractor" means each person engaged to carry out construction or fit out works under a Building Contract;

"Business Day" means a day on which banks are generally open for business in the City of London (excluding Saturdays, Sundays and bank or public holidays);

"Chargor" means each company named in Part I of Schedule 1 (*The Chargors*) of the Guarantee and Debenture as set out in Part V of this Schedule and (with effect from its accession) each other company which executes a Deed of Accession and Charge;

"Collection Account" means, in relation to a Chargor, its account with an Account Bank appropriately designated by the Security Trustee, into which such Chargor is required by the Security Trustee to pay its Receivables;

"Contractor Guarantee" means each present or future guarantee or bond given to or on behalf of or for the benefit of a Building Contractor in respect of a Building Contract;

"Deed of Accession and Charge" means a Deed of Accession and Charge substantially in the form set out in Part 1 of Schedule 5 (*Form of Deed of Accession and Charge for a New Chargor*) of the Guarantee and Debenture;

"Derivative Rights" includes:

- (a) allotments, rights, money or property arising at any time in relation to any of the Securities by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
- (b) dividends, distributions, interest and other income paid or payable in relation to any Securities; and

- (c) stock, shares and securities offered in addition to or substitution for any of the Securities;

"Disposals Account" means account number 04530727 (sort code 30-90-54) held by the Parent with the Account Bank and charged in favour of the Security Trustee pursuant to the terms of this Debenture and includes any replacement account;

"Environmental Laws" means all laws, regulations, directives and codes of practice relating to the protection of the environment or public health and safety or the production, transportation, storage, treatment, deposit or disposal of any substance capable of causing harm to any living organism;

"Excluded Debt" means any obligation for the payment or repayment of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any other way whatever, and including principal, interest, commission, fees and other charges, incurred for the purpose of the acquisition of the shares in any of the Chargors or holding company of any Chargor to Yorkshire Bank PLC;

"Existing Security" means the mortgages and charges set out in Schedule 6 (*Details of Existing Security*) of the Guarantee and Debenture, as repeated in Part V of this Schedule, for so long as they continue in force;

"Facility Agent" has the meaning given to it in the Facilities Agreement;

"Facilities Agreement" means the facilities agreement dated 11 August 2006 made between Barclays Bank PLC and Lloyds TSB Bank Plc as Joint Mandated Lead Arrangers, Von Essen Hotels Limited as Company, the subsidiaries of the Company listed in Part I of Schedule 1 therein as Borrowers and Original Guarantors, the financial institutions listed in Parts II, III, IV and V therein as Original Facility A, B, C and D Lenders respectively and Barclays Bank Plc as Facility Agent and Security Trustee;

"Fee Letter" means any letter or letters dated on or about the date of the Facilities Agreement between:

- (a) the Joint Mandated Lead Arrangers and the Company setting out any of the fees referred to in Clause 12.2 (*Arrangement Fee*) of the Facilities Agreement; and
- (b) the Facility Agent, the Security Trustee and the Company setting out any of the fees referred to in Clause 12.3 (*Agency Fee*) of the Facilities Agreement;

"Finance Documents" means the Facilities Agreement, the Security Documents, each Transfer Certificate, each Fee Letter, each Hedge Document, each Utilisation Request and any other document designated as such in writing by the Parent and the Security Trustee;

"Finance Parties" means the Facility Agent, the Lenders, the Security Trustee, each Hedging Counterparty, the Joint Mandated Lead Arrangers and Lloyds Bank Plc in its capacity as lender under the Lloyds TSB Overdraft Facility;

"Financing Documents" means the Finance Documents and the Lloyds TSB Overdraft Facility Letters.

"Fixed Charge Asset" means an Asset for the time being comprised within a mortgage or fixed charge created by Clause 3.2 (*Creation of fixed security*) of the Guarantee and Debenture;

"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 3.3 (*Creation of floating charge*) of the Guarantee and Debenture but, if it is also a Fixed Charge Asset, only insofar as concerns that floating charge;

"Group" means the Parent and its Subsidiaries for the time being;

"Guarantor" means any Chargor insofar only as it covenants and guarantees under Clause 2.1 (*Covenant to pay*) of the Guarantee and Debenture to pay or discharge Indebtedness due or owing by the other Chargors to the Finance Parties and **"Guarantors"** and **"Guarantee"** shall be construed accordingly;

"Hedge" means any interest rate or swap, forward foreign exchange transaction, cap, floor, collar or option or any other transaction entered into to protect against or benefit from fluctuation in any rate or price;

"Hedge Document" means each master agreement, confirmation, schedule or other agreement in each case in the agreed form evidencing any Hedge provided by a Hedging Counterparty to the Company;

"Hedging Counterparties" means Barclays Bank PLC and Lloyds TSB Bank PLC (and **"Hedging Counterparty"** means either of them);

"Indebtedness" means any obligation for the payment or repayment of money in any currency (excluding the Excluded Debt), whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any other way whatever, and including principal, interest, commission, fees and other charges;

"Intellectual Property" means, in relation to a Chargor, all its patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products), and, in each case, any extensions and renewals of, and any applications for, such rights;

"Intellectual Property Rights" means, in relation to a Chargor, all and any of its Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets charged by it pursuant to Clause 3.2 (*Creation of fixed security*) (c) (xii) to (xvii) inclusive of the Guarantee and Debenture;

"Intercreditor Agreement" means the intercreditor agreement dated 11 August 2006 entered into between Von Essen Hotels Limited, Barclays Bank PLC and Lloyds Bank Plc;

"Joint Mandated Lead Arrangers" has the meaning given to it in the Facilities Agreement;

"Land" includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

"Lease" means any present or future lease, underlease, sub-lease, licence, agreement, option, tenancy or right to occupy governing the use or occupation of a Property or any part of it and includes, where the context requires or admits, any Agreement for Lease;

"Lenders" means the banks and financial institutions listed in Schedule 4 (*Details of the Lenders*) of the Guarantee and Debenture, and (with effect from an assignment or transfer being effected to it in accordance with Clause 30 (*Transfer by a Finance Party*) of the Guarantee and Debenture) each permitted assignee or transferee;

"Liability" means any liability, damage, loss, cost, claim or expense of any kind or nature, whether direct, indirect, special, consequential or otherwise;

"Lloyds TSB Overdraft Facility" means the £4 million overdraft facility made available on the terms of the Lloyds TSB Overdraft Facility Letter to the subsidiaries of Von Essen Hotels Limited listed therein;

"Lloyds TSB Overdraft Facility Letters" means:

- (a) the letter dated 11 August 2006 from Lloyds TSB Bank Plc to Von Essen Hotels Limited relating to a £500,000 overdraft; and
- (b) the letter dated 11 August 2006 from Lloyds TSB Bank Plc to the subsidiaries of Von Essen Hotels Limited listed therein relating to the Lloyds TSB Overdraft Facility,

any variation to either letter and any other document or agreement entered into from time to time which is designated as such by Lloyds Bank Plc and Von Essen Hotels Limited;

"New Chargor" means a member of the Group which becomes a chargor under the Guarantee and Debenture in accordance with Clause 31 (*Accession of a New Chargor*);

"Obligor" means a Borrower or a Guarantor or any party granting security to the Finance Parties pursuant to the Additional Debenture;

"Parent" means Von Essen Hotels Limited a limited liability company incorporated in England with registered number 4625019;

"Party" means a party to the Guarantee and Debenture;

"Planned Works" means works identified in the Capital Expenditure Programme, as defined in the Facilities Agreement;

"Principal" means a Chargor from which indebtedness is due or owing to a Finance Party except as a Guarantor;

"Professional Team Appointment" means each present or future contract of engagement in relation to an architect, monitoring surveyor or person fulfilling a similar function with respect to a Building Contract;

"Properties" means the properties set out at Schedule 13 (*Properties*) of the Facilities Agreement as more fully described in the Guarantee and Debenture (or any other Security Document creating specific Security over a Property) and includes any part thereof, but shall not include any part of any Property which is:

- (a) disposed of in accordance with Clause 22.4 (*Disposals*) of the Facilities Agreement; and
- (b) irrevocably released from the Security under the Security Documents;

"Receivables" means, in relation to a Chargor, all sums of money receivable by it now or in the future consisting of or payable under or derived from any Asset described in Clause 3.1 (*Creation of fixed security*) of the Guarantee and Debenture other than those sums received into the Disposals Account;

"Receiver" means a receiver and manager appointed under Clause 17 (*Appointment of a Receiver or an administrator*) of the Guarantee and Debenture and (where the context requires or permits) includes any substituted receiver and manager;

"Relevant System" has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Securities;

"Secured Sums" means all Indebtedness covenanted to be paid or discharged by the Chargors to the Security Trustee for the Finance Parties under Clause 2 (*Covenant to pay*) of the Guarantee and Debenture;

"Securities" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Part II, Schedule 2 of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depositary interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Securities by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise;

"Security Document" has the meaning given to it in the Facilities Agreement;

"Security Trustee" means Barclays Bank PLC acting as Security Trustee and trustee for the Finance Parties and includes any successor appointed by the Lenders pursuant to the Finance Documents;

"Security Interest" includes any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, title retention or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Specified Intellectual Property" means the Intellectual Property listed in Schedule 8 (*Specified Intellectual Property*) of the Guarantee and Debenture;

"Specified Securities" means, in relation to a Chargor, all Securities:

- (a) which now or in the future represent a holding in a Subsidiary of such Chargor or an undertaking which would be its subsidiary undertaking if in section 258(2)(a) of the Act "30 per cent or more" were substituted for "a majority";
- (b) which are now or in the future held in the name of the Security Trustee or its nominee or to its order; or
- (c) the certificates for which are now or in the future deposited by such Chargor with the Security Trustee or which, if uncertificated, are held in an escrow or other account in favour of the Security Trustee or its nominee; and

"Subsidiary" means a subsidiary undertaking within the meaning of section 258 of the Act;

"Transfer Certificate" means a certificate substantially in the form set out in Schedule 6 (*Form of Transfer Certificate*) of the Facilities Agreement or any other form agreed between the Facility Agent and the Borrower; and

"Utilisation Request" means a notice substantially in the form set out in Schedule 3 (*Requests*) of the Facilities Agreement.

Part II

Amount secured by mortgage or charge

By Clause 2 (*Covenant to pay*) of the Guarantee and Debenture, the Charging Company :

- (a) covenanted that it will, on the Security Trustee's written demand, pay or discharge to the Security Trustee all Indebtedness now or in the future due, owing or incurred by it to each Finance Party under or in connection with the Financing Documents; and
- (b) covenanted and guaranteed that it will, on the Security Trustee's written demand, pay or discharge to the Security Trustee all Indebtedness now or in the future

due, owing or incurred by each other Chargor and each other person named as a Group Company in Part II of Schedule 1 (except as a Guarantor for the Chargor giving this covenant) of the Guarantee and Debenture (as set out in Part V of this Schedule) to each Finance Party under or in connection with the Financing Documents;

in each case whether on or after such demand.

Part III

Particulars of property mortgaged or charged

1. By Clause 3.1 (*Assignments*) of the Guarantee and Debenture the Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigned to the Security Trustee the benefit of and all of its right, title and interest (present and future) to, under or in connection with each of:

- (a) each Lease;
- (b) each Hedge Document;
- (c) each Building Contract;
- (d) each Contractor Guarantee; and
- (e) each Professional Team Appointment,

and the proceeds of payment of any claims, awards or judgments received at any time by the Chargors or any of them arising out of any of the same and any sums payable to any Chargor under or in respect thereof and all invoices, bills, documents and papers relating thereto and each Chargor's rights arising thereunder whether now or hereafter to come into existence.

2. By Clause 3.2 (*Fixed Security*) of the Guarantee and Debenture, the Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Trustee:

- (a) by way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry as described in Schedule 3 (*Registered Land to be Mortgaged*) of the Guarantee and Debenture, as set out in Part V of this Schedule;
- (b) by way of legal mortgage, all Land in England and Wales now vested in it and not registered at the Land Registry;
- (c) by way of fixed charge:
 - (i) all other Land which is now, or in the future becomes, its property;
 - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to it;
 - (iii) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 3.2 of the Guarantee and Debenture;

- (iv) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
- (v) all Specified Securities which are now its property, including all proceeds of sale derived from them;
- (vi) all Specified Securities in which it may in the future acquire an interest (legal or equitable), including all proceeds of sale derived from them;
- (vii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Securities;
- (viii) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Securities;
- (ix) where Specified Securities are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Specified Securities;
- (x) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Charge Assets or which are now or in the future deposited by it with the Security Trustee, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them);
- (xi) all its goodwill and uncalled capital for the time being;
- (xii) all Specified Intellectual Property belonging to it;
- (xiii) all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xiv) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xv) the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- (xvi) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xvii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in Clauses 3.20(xii) to (xvi) inclusive of the Guarantee and Debenture;
- (xviii) all trade debts now or in the future owing to it;
- (xix) all debts owing to it as described in Schedule 9 of the Guarantee and Debenture, as set out in Part V of this Schedule;
- (xx) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xxi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Charge Asset;

- (xxii) all its interests and rights (if any) in or to any money at any time standing to the credit of any Disposals Account or Collection Account; and
 - (xxiii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the preceding provisions of Clause 3.2 of the Guarantee and Debenture.
3. By Clause 3.3 (*Creation of floating charge*) of the Guarantee and Debenture, the Charging Company, with full title guarantee, charged to the Security Trustee as security for the payment or discharge of all Secured Sums, by way of floating charge:
- (a) all its Assets except to the extent that such Assets are for the time being effectively charged by any fixed charge contained in Clause 3.2 (*Creation of fixed security*) of the Guarantee and Debenture including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Guarantee and Debenture, and
 - (b) without exception, all its Assets insofar as they are for the time being situated in Scotland;

but so as not to create any Security interest over any such Asset (whether having priority over, or ranking *pari passu* with or subject to, the floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) of the Guarantee and Debenture with respect to any such Asset. and the Charging Company agreed that it would not, without the consent of the Security Trustee, sell, transfer, part with or dispose of any such Asset except by way of sale in the ordinary course of its business.

Part IV

Covenants and Restrictions

COLLECTION OF RECEIVABLES

1. By Clause 6.2 (*Collection Account*) of the Guarantee and Debenture, the Charging Company agreed that it shall collect and realise all its Receivables and, immediately on receipt, pay all money so collected into its Collection Account, as specified from time to time by the Security Trustee substantially in the form set out in Part 1A of Schedule 7 of the Guarantee and Debenture. Each Chargor shall, pending such payment, hold all money so received upon trust for the Security Trustee.
2. By Clause 6.4 (*No derogation*) of the Guarantee and Debenture, the Charging Company agreed that it shall not purport, without the Security Trustee's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable, Disposal Proceeds or Insurance Proceeds in favour of any person or do or omit to do anything which might delay or prejudice its full recovery.

NEGATIVE PLEDGE AND OTHER RESTRICTIONS

By Clause 7 (*Negative pledge and other restrictions*) of the Guarantee and Debenture, the Charging Company agreed that it shall not without the prior written consent of the Security Trustee:

- (a) create, or agree or attempt to create, or permit to subsist, any Security Interest (except under this Debenture and the Existing Security) or any trust over any of its

Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of such Chargor's business) to arise or subsist over any of its Assets;

- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Charge Assets, or part with possession or ownership of them, or purport or agree to do so; or
- (c) increase the amount secured by the Existing Security or agree to make any material amendment to its terms.

LAND

By Clause 11.4 (*Negative covenants*) of the Guarantee and Debenture, the Charging Company shall not, without the prior written consent of the Security Trustee:

- (a) **No onerous obligations:** enter into onerous or restrictive obligations affecting its Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which might adversely affect its value or the value of the security constituted by the Debenture over it;
- (b) **Possession:** part with possession of its Land (except on the determination of any lease, tenancy or licence granted to it); or
- (c) **No sharing:** share the occupation of its Land with any other person or agree to do so.

INTELLECTUAL PROPERTY RIGHTS

By Clause 13.3 (*Negative covenants*) of the Guarantee and Debenture, the Charging Company agreed that it shall not, without the prior written consent of the Security Trustee:

- (a) **No disposals etc:** sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, or purport or agree to do so, or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights;
- (b) **Contracts:** enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to its Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance;
- (c) **Trade marks:** amend the specification of any registered trade mark included in its Intellectual Property Rights or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered;
- (d) **Patents:** amend the specification or drawings referred to in any granted patent; or
- (e) **Security Trustee's name:** use the Security Trustee's name in or join the Security Trustee into any proceedings relating to infringement or ownership of its Intellectual Property Rights.

SPECIFIED SECURITIES

By Clause 15.2 (*Negative covenants*) of the Guarantee and Debenture, the Charging Company agreed that it will not, without the prior written consent of the Security Trustee, consent to its Specified Securities being consolidated, sub-divided or converted or any rights attached to them being varied.

Part V

Relevant schedules from the Guarantee and Debenture

SCHEDULE 1 - CHARGORS AND GROUP COMPANIES

PART I

THE CHARGORS

Name of Chargor	Registered Number
Luxury Family Hotels Limited	3250649
Woolley Grange Limited	2503442
Fowey Hall Limited	3380573
The Aquae Sulis Retail Company Limited	5210788

PART II

THE GROUP COMPANIES

Name of Chargor	Registered Number
Von Essen Hotels Limited	4625019
Von Essen Hotels 1 Limited	3131400
Von Essen Hotels 2 Limited	4303266
Von Essen Hotels 3 Limited	4502542
Von Essen Hotels 4 Limited	4659691
Von Essen Hotels 5 Limited	4806811
Von Essen Hotels 6 Limited	5865839
Thornbury Castle Hotel Limited	4231060
Bishopstrow House Hotel Limited	4303270
Cliveden Country House Hotel Limited	4583957
The Royal Crescent Hotel Limited	4583980
Lewtrenchard Manor Hotel Limited	4699780
Dalhousie Castle Limited	4453661
Greenway Hotel Limited	4770921
Homewood Park Limited	5268755
Sharrow Bay Limited	4836975
Mount Somerset Hotel Limited	3057254
New Park Manor Hotel Limited	3393372
Congham Hall Country House Hotel Limited	3849176
Ston Easton Park Limited	3803166
Moonfleet Manor Hotel Limited	5715375
Fowey Hall Hotel Limited	5717263
Woolley Grange Hotel Limited	5736930

Name of Chargor	Registered Number
Courtlands Country House Hotels Limited	706745
The Elms Hotel Limited	4813659
Buckland Manor Country House Hotel Limited	4813665
Washbourne Court Hotel Limited	4813675
Lower Slaughter Manor Country House Hotel Limited	4813685
Net Performance Commerce Limited	3868643

SCHEDULE 3

REGISTERED LAND TO BE MORTGAGED

Name of Chargor/Registered Proprietor	Description of Property	Title Number
Von Essen Hotels Limited (now <u>Von Essen Hotels 1 Limited</u>)	New Park Manor, Brockenhurst, Hampshire	HP228433
Von Essen Hotels Limited (now <u>Von Essen Hotels 1 Limited</u>)	The Mount Somerset Hotel, Henlade, Taunton, Somerset and land to the south of Henlade House, Lower Henlade, Taunton	ST40712 ST149248
Von Essen Hotels Limited (now <u>Von Essen Hotels 1 Limited</u>)	Congham Hall Hotel, Grimston, King's Lynn, Norfolk	NK239072
Von Essen Hotels Limited (now <u>Von Essen Hotels 1 Limited</u>)	Ston Easton Hotel, Ston Easton, Somerset	WS7813
Von Essen Hotels 2 Limited	Thornbury Castle Lodge and adjoining land Thornbury near Bristol	AV120874 GR199267
Von Essen Hotels 2 Limited	Bishopstrow House, Bishopstrow, Warminster, Wiltshire	WT83041
Von Essen Hotels 3 Limited	Royal Crescent Hotel, 15/16 Royal Crescent, 24 Royal Crescent, 18 Crescent Lane and land adjoining 18 Crescent Lane, Bath	AV141457 AV51435 ST223168 ST164531
Von Essen Hotels 3 Limited	Cliveden House, 1 and 2 Feathers Lodge, 3 Triangle Cottage, 2 Laundry Cottage, 2 Taplow Lodge and Spring Cottage, Taplow	BM202898 BM232407

Name of Chargor/Registered Proprietor	Description of Property	Title Number
Von Essen Hotels 4 Limited	The Greenway Hotel, Greenway Lane, Shurdington, Cheltenham, Gloucestershire	GR195073 GR167810
Von Essen Hotels 4 Limited	Thwaite Cottage, Tirril, Penrith	CU184506
Von Essen Hotels 4 Limited	Swarthbank (Bank House), Howtown-on-Ullswater, Cumbria	CU193447
Von Essen Hotels 4 Limited	Homeward Park Hotel, Hinton, Charterhouse and The Cottage, Homward Park, Hinton, Charterhouse	AV198359 AV138279
Von Essen Hotels 4 Limited	Lewtrenchard Manor, Lewdown, Oakehampton, Devon	DN481029
Von Essen Hotels 4 Limited	Sharrow Bay Hotel and 1 and 2 Crook-a-dyke Cottages	CU193446
Von Essen Hotels 4 Limited	Fowey Hall Hotel, Hanson Drive, Fowey, Cornwall	CL133985
Von Essen Hotels 4 Limited	The Moonfleet Manor Hotel and 1 & 2 Moonfleet Cottages, Fleet, Weymouth, Dorset	DT241622 DT258363 DT333081
Von Essen Hotels 4 Limited	Woolley Grange Hotel, Bradford on Avon, Wiltshire	WT69859
Von Essen Hotels 5 Limited	Washbourne Court Hotel, Lower Slaughter, Gloucester	GR121488 GR121483
Von Essen Hotels 5 Limited	Buckland Manor, Buckland Gloucestershire	GR135997 GR162250
Von Essen Hotels 5 Limited	Manor House, Lower Slaughter, Gloucester	GR114598
Von Essen Hotels 5 Limited	Manor Farm, Lower Slaughter	GR212723 GR265610
Von Essen Hotels 5 Limited	The Elms, Abberley, Worcestershire	HW71

The address for service of the Security Trustee in the case of registered land is:
Barclays Bank PLC
5 The North Colonnade,
Canary Wharf
London E14 4BB

SCHEDULE 6

DETAILS OF EXISTING SECURITY

NONE

SCHEDULE 9

**DETAILS OF DEBTS OWING TO A CHARGOR BY ANOTHER MEMBER OF THE GROUP WHICH ARE SUBJECT
TO A FIXED CHARGE**

NONE DISCLOSED

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02503442

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 11th AUGUST 2006 AND CREATED BY WOOLLEY GRANGE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC (AS SECURITY TRUSTEE) AND BY EACH OTHER CHARGOR AND EACH OTHER PERSON NAMED AS GROUP COMPANY TO EACH FINANCE PARTY 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 18th AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd AUGUST 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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