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COMPANIES FORM No. 395

Particulars of a mortgage or charge

Ref

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

70x7

523387

COMPANIES HOUSE

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
[210]

Company number

2940925

Name of company

* PARAMOUNT HOTELS LIMITED (the "Company")

Date of creation of the charge

21 March 2002

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

Guarantee and Debenture (the "Guarantee and Debenture") dated 21 March 2002 granted by the Company in favour of NIB Capital Bank N.V., London Branch (the "Security Trustee").

Amount secured by the mortgage or charge

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The actual, contingent, present and/or future obligations and liabilities of the Company to any of the Secured Parties (as defined below) under or pursuant to any of the Secured Documents (as defined below) (the "Secured Obligations").

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

NIB CAPITAL BANK N.V., London Branch of 7 Bishopsgate, London as agent and security trustee for the Secured Parties, which expression shall include all successor security trustees appointed from time to time.

Postcode EC2N 3BX

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

Please return
via
CH London Counter

Denton Wilde Sapte
1 Fleet Place
London
EC4M 7WS

Ref:AJW/TJF/55158.00016/5724806

Time critical reference

For official Use
Mortgage Section

Post room

M



LD5
COMPANIES HOUSE

0406
03/04/02

Short particulars of all the property mortgaged or charged

Under the terms of the Guarantee and Debenture, the Company, with full title guarantee, charged as continuing security for the payment of the Secured Obligations, in favour of the Security Trustee (as agent and trustee for the Secured Parties):

(a) by way of legal mortgage all estates or interests in the freehold, leasehold and other immovable property described in Schedule 2 of the Guarantee and Debenture (a copy of which is reproduced below) and the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to or charged to the Company (the "Legally Mortgaged Property");

(b) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property at the date of the Guarantee and Debenture or at any time during the continuance of the security constituted by the Guarantee and Debenture belonging to the Company (other than the Legally Mortgaged Property or any leasehold property where the relevant lease contains a prohibition against charging the property subject to such lease until the earlier of the relevant landlord granting such consent or

Continued on DWSLIB5724854

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

Prop.
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95

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Benita Wilde Septe

Date 28 March 2002

✓

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

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 4

Company Number

2940925

Name of company

Paramount Hotels Limited

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

Continued from DWSLIB 5724806

(b – cont.) upon the Company giving the Security Trustee written notice that such leasehold property shall be subject to the fixed charge and upon either event the relevant leasehold shall immediately be subject to the fixed charge) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Company;

(c) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Company, both at the date of the Guarantee and Debenture and in the future;

(d) by way of fixed charge all book debts and other debts at the date of the Guarantee and Debenture and from time to time due or owing to the Company (the "**Debts**") and (subject to the provisions of Clause 6.2 of the Guarantee and Debenture) all moneys which the Company receives in respect thereof;

(e) by way of fixed charge (but subject to the provisions of Clause 6.2 of the Guarantee and Debenture) all balances standing to the credit of any current, deposit or other account of the Company with the Security Trustee or any other Secured Party (including *inter alia* any account designated a realisations account for the proceeds of disposals of any of the assets of the Company) or with other bankers, financial institutions or similar third parties (the "**Credit Balances**");

(f) by way of fixed charge all stocks, shares, debentures, bonds, notes and loan capital of;

- (i) any Subsidiary (as defined below); and
- (ii) any other body corporate;

and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may at the date of the Guarantee and Debenture or thereafter belong to the Company, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

(g) by way of fixed charge the goodwill of the Company and its uncalled capital at the date of the Guarantee and Debenture or at any time thereafter in existence;

(h) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom at the date of the Guarantee and Debenture or at any time thereafter belonging to the Company and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions; and

(i) by way of floating charge the whole of the Company's undertaking and all its property, assets and rights, whatsoever and wheresoever, at the date of the Guarantee and Debenture and in the future, other than any property or assets from time to time or for the time being effectively mortgaged, assigned or charged to the Security Trustee by way of fixed charge by this Clause (the "**Floating Charge Property**").

Name of company

Paramount Hotels Limited

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

NEGATIVE PLEDGE:

The Company covenanted that without the prior written consent of the Security Trustee it shall not nor shall it agree or purport to:

(a) create or permit to subsist any Encumbrance (as defined below) whether in any such case ranking in priority to or *pari passu* with or after the security created by the Guarantee and Debenture other than as permitted under the Loan Agreement (as defined below); or

(b) 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 any part of its undertaking or assets except as permitted under the Loan Agreement.

DEFINITIONS:

"Encumbrance" means any mortgage, charge assignment by way of security, pledge, hypothecation, lien, right of set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be being leased to or re-acquired or acquired by any Group Company (as defined below).

"Group Company" means the Paramount Hotels Holdings Limited ("**PHHL**") (registered number 3533651) and each of its Subsidiaries (as defined below).

"Loan Agreement" means the loan agreement dated on or about the date of the Guarantee and Debenture and made between (1) Barclays Bank Plc, (2) Paramount Hotels Group Limited and PHHL.

"Secured Documents" means all and each of the Loan Agreement, the Fees Letters, the Interest rate Protection Agreements, the Intercreditor and Subordination Agreement and the Security Documents including the Guarantee and Debenture (as each such term is defined within the Loan Agreement).

"Secured Parties" means the Security Trustee and Barclays Bank Plc.

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985.

Company Number

2940925

Name of company

Paramount Hotels Limited

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

SCHEDULE**The Legally Mortgaged Property**

- (a) The Palace Hotel, Palace Road, Buxton, Derbyshire registered at HM Land Registry with title absolute under title number DY240955.
- (b) The Cheltenham Park Hotel, Cirencester Road, Cheltenham, Gloucester registered at HM Land Registry under title number GR80495.
- (c) The Angel Hotel, Castle Street, Cardiff registered at HM Land Registry with title numbers WA87715 and WA718950 (LH).
- (d) The Shrigley Hall Hotel and Country Club being on the east side of Shrigley Road, Pott Shrigley, Cheshire being (i) the freehold land and premises comprised in and registered at HM Land Registry under title Number CH 275087; (ii) the freehold land and premises situate on the north side of Shrigley Road being the land and premises comprised in and registered at HM Land Registry under Title Number CH317568; (iii) the freehold land and premises situate on the north side of Shrigley Road being the land and premises comprised in and registered at HM Land Registry under Title Number CH 308438; (iv) the freehold land and premises known as The Oakridge, Shrigley Road registered at HM Land Registry under title Number CH 407024; (v) the freehold land and premises lying to the north west of Bakestonedale Road, Road, Pott Shrigley registered at HM Land Registry under title Number CH 405482.
- (e) The Imperial Hotel, Promenade, Blackpool registered at HM Land Registry under title number LA475240.
- (f) The Majestic Hotel, Springfield Avenue, Harrogate registered at HM Land Registry under title number NYK182137.
- (g) The Imperial Hotel, Parkhill Road, Torquay registered at HM Land Registry under title numbers DN110255 (LH) and DN404359.
- (h) All that leasehold land together with the hotel known as Oxford Moat House Hotel and other buildings erected thereon situate at Godstow Road Oxford as the same is registered at HM Land Registry under title number ON15968 with the title absolute.
- (i) All that leasehold land situate adjacent to the Oxford Moat House Hotel as the same is registered at HM Land Registry under title number ON96895 with title absolute.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02940925

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE DATED THE 21st MARCH 2002 AND CREATED BY PARAMOUNT HOTELS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NIB CAPITAL BANK N.V., LONDON BRANCH AS AGENT AND SECURITY TRUSTEE FOR THE SECURED PARTIES 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 3rd APRIL 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th APRIL 2002.

LC
JO



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —