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COMPANIES FORM No. 395

# 395

## Particulars of a mortgage or charge

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use Company number

Name of company

[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

2948772

\*Insert full name of company

\* Tillian Limited

(the "Company")

Date of creation of the charge

23rd February 1995

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

As specified in Part 1 of the attached Schedule.

Amount secured by the mortgage or charge

As specified in Part 6 of the attached Schedule.

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

Hill Samuel Bank Limited of 100 Wood Street, London

Postcode EC2P 2AJ

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

LOVELL WHITE DURRANT  
65 Holborn Viaduct  
London EC1A 2DY

A1/MJL/HR/0286H/61676

Time critical reference

For official use  
Mortgage section

Post room



Short particulars of all the property mortgaged or charged

As specified in Parts 7<sup>and 9</sup> of the attached Schedule.

NB: Part 8 of the attached Schedule includes covenants by and restrictions on the Company, the Charging Companies and the Acceding Companies (as defined in Part 2 of the attached Schedule) which protect and further define the charges and which must be read as part of the charges created.

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*Lovell White Durrant*

Date *7. 3. 95*

On behalf of ~~XXXXXXXXXXXXXXX~~ (chargee)\*

\*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 situated 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.

Page 2



The Solicitors' Law Stationery Society plc, Paulton House, 8 Shepherdess Walk, London N1 7LB

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Companies M395

SCHEDULE TO FORM 395

PART 1

Description of the instrument creating or evidencing the Charge

A Deed of Accession and Supplemental Charge dated 23 February 1995 between Hill Samuel Bank Limited (1) the Acceding Companies (including the Company) (2) and the Charging Companies (3) (the "Accession Agreement")

PART 2

Definitions

In this Form 395 and its Schedule, the following expressions shall have the following meanings:

"Acceding Companies"	all those companies listed and whose details are given in Part 3 of this Schedule;
"Additional Companies"	all those companies listed and whose details are given in Part 5 of this Schedule;
"Bank"	Hill Samuel Bank Limited of 100 Wood Street, London EC2P 2AJ;
"Charging Companies"	those companies listed in Part 4 of this Schedule;
"Facility Letter"	the facility letter dated 25 August 1994 made between Arcadian International Plc and certain of its subsidiaries named therein (1) and the Bank (2) (as amended by letters dated 22nd September 1994, 20th October 1994 and 9th January 1995)
"Guarantee and Debenture"	together, a Guarantee and Debenture dated 26th August 1994 between Arcadian International Plc and certain of its subsidiaries (1) and the Bank (2), and a Guarantee and Debenture dated 22 September 1994 made between Arcadian International Plc and certain of its subsidiaries (1) and the Bank (2).

PART 3

The Acceding Companies

COMPANY	COMPANY NUMBER	ADDRESS
Tillian Limited	2948772	1 Gatton Place St Mathews Road Redhill Surrey RH1 1TA

Mollington Banastre Hotel Limited	392632	Parkgate Road Parkgate Chester CH1 6NN
Ambassador Hotels Limited	2190376	Parkgate Road Parkgate Chester CH1 6NN

PART 4

Charging Companies

COMPANY	COMPANY NUMBER	ADDRESS
Arcadian International Plc	409293	1 Gatton Place St Mathews Road Redhill Surrey RH1 1TA
Arcadian Hotels (UK) Ltd	2858380	1 Gatton Place St Mathews Road Redhill Surrey RH1 1TA
Clipper Hotels Ltd	2087387	1 Gatton Place St Mathews Road Redhill Surrey RH1 1TA
Arcadian Group Services Ltd	2286515	1 Gatton Place St Mathews Road Redhill Surrey RH1 1TA
Arcadian International Resorts Ltd	2418241	1 Gatton Place St Mathews Road Redhill Surrey RH1 1TA
Arcadian U.K. Developments Ltd	1100599	1 Gatton Place St Mathews Road Redhill Surrey RH1 1TA
Westminster and Country Properties (Exeter) Ltd	1122368	1 Gatton Place St Mathews Road Redhill Surrey RH1 1TA

Ettington Park Group Plc	1786119	Ettington Park Hotel Alderminster Stratford-upon-Avon CV37 8BE
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## PART 5

## Details of the Additional Companies

<u>Company</u>	<u>Company Number</u>	<u>Registered Address</u>	<u>Telephone/ Facsimile Number</u>
Arcadian International Plc	409293	1 Gatton Place St Matthews Road Redhill, Surrey RH1 1TA	01737 780200
Arcadian Hotels (UK) Ltd	2858380	1 Gatton Place St Matthews Road Redhill, Surrey RH1 1TA	
Clipper Hotels Ltd	2087387	1 Gatton Place St Matthews Road Redhill, Surrey RH1 1TA	
Arcadian Group Services Ltd	2286515	1 Gatton Place St Matthews Road Redhill, Surrey RH1 1TA	
Arcadian International Resorts Ltd	2418241	1 Gatton Place St Matthews Road Redhill, Surrey RH1 1TA	
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Ettington Park Group Plc	1786119	Ettington Park Hotel Alderminster Stratford-upon-Avon CV37 8BS	

Hotel L'Horizon Ltd

Hotel L-Horizon  
St Brelades Bay  
Jersey  
C.I.

Arcadian France SA

RCS Paris  
379 052 053  
(90B12241)

23 Rue Jean Giraudoux  
75116 Paris  
France

## PART 6

### Amount secured by the Charge

By clause 2.2 of the Accession Agreement, the Company:

1. covenants that it will on demand in writing made to it by the Bank (such demand to be made in accordance with the terms of the Facility Letter on or after the occurrence of an Event of Default under the Facility Letter (but only so long as the Facility Letter remains in full force and effect)) pay or discharge to the Bank all monies and liabilities which shall for the time being (whether on or at any time after such demand) be due, owing or incurred in whatever manner by it to the Bank;
2. covenants and guarantees that it will on demand in writing made to it by the Bank (such demand to be made in accordance with the terms of the Facility Letter on or after the occurrence of an Event of Default under the Facility Letter (but only so long as the Facility Letter remains in full force and effect)) pay or discharge to the Bank all monies and liabilities which shall for the time being (and whether on or at any time after such demand) be due, owing or incurred in whatever manner by any of the Acceding Companies or the Charging Companies or the Additional Companies to the Bank except monies or liabilities due, owing or incurred by any Charging Company or Acceding Company as guarantor for the Company; in each case whether actually or contingently and whether solely or jointly with any other person and in whatever style, name or form and whether as principal or surety including (without prejudice to the generality of the foregoing) all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes and bills, or under bonds, guarantees, indemnities, documentary and other credits and/or any financing or similar transaction whatsoever from time to time entered into by the Bank for such Charging Company, Additional Company, Acceding Company or the Company together with all interest, commission, fees and other proper charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the accounts of such Charging Company, Additional Company, Acceding Company or the Company so that interest shall be computed and compounded in accordance with the provisions of sub-clause 2.3 of the Accession Agreement (after as well as before any demand made or judgment obtained under the Accession Agreement) and will on such demand also return old bills or notes for the time being under discount with the Bank to which the Company is a party whether as a drawer, acceptor, maker or endorser without any deduction whatsoever.

## PART 7

## Particulars of the property mortgaged or charged

By clause 3 of the Accession Agreement the Company charged to the Bank all its property, undertaking and assets in the same terms as the Charges created by the Guarantee and Debenture as if it were a Charging Company under the Guarantee and Debenture to the intent that such property, undertaking and assets shall stand charged for the payment and discharge of all moneys and liabilities covenanted to be paid or discharged by it under the Accession Agreement upon the same terms and in the same manner and with the benefit of the same covenants and conditions (*mutatis mutandis*) as are contained in the Guarantee and Debenture as if the provisions of the Guarantee and Debenture were (*mutatis mutandis*) set out in the Accession Agreement.

The charging provisions of the Guarantee and Debenture for the purposes of this part of the Schedule are set out below.

The Company has charged:

- (a) by way of legal mortgage all the freehold and leasehold property of the Company, the title of which is registered at HM Land Registry, including those described opposite its name in Part 9 of this Schedule together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) by way of legal mortgage all other freehold and leasehold property of the Company now vested in it at the date of the Accession Agreement whether or not registered at HM Land Registry, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (c) by way of fixed charge all future freehold and leasehold property of the Company together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (d) by way of fixed charge all interests not effectively charged which at the date of the Accession Agreement or thereafter belonged to the Company in or over land or the proceeds for sale or the proceeds for sale of land and all licences at the date of the Accession Agreement or thereafter held by the Company to enter upon or use of land to which the Company is or may become a party or otherwise entitled and all trade fixtures, plant and machinery owned by the Company at the date of the Accession Agreement or thereafter annexed to all freehold and leasehold property, its interest in which stands charged under the Accession Agreement;
- (e) by way of fixed charge all book debts (both present and future) due or owing to the Company and the full benefit of all rights and remedies relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments, guarantees, debentures, legal and equitable charges and other security, reservation of proprietary rights, rights of tracing unpaid vendors' liens and similar and associated rights and remedies;
- (f) by way of fixed charge all other monetary debts and claims both present and future (including things in action which give rise or may give rise to a debt or debts) at the date of the Accession Agreement or thereafter due or owing to the Company and the full benefit of all rights and remedies relating thereto including (without prejudice to the generality of the foregoing) such rights and remedies as are described in sub-clause (e) above;

- (g) by way of fixed charge, all bank and building society accounts of the Company except those with a bank holding a fixed charge over book and other debts ranking in priority to the charge created by the Accession Agreement or which the Bank has agreed in writing will be subject only to the floating charge created by the Accession Agreement, any such agreement to be without prejudice to the Bank's rights in respect of any monies not paid as required by clause 6.1(1) of the Accession Agreement;
- (h) by way of fixed charge:
  - (i) all stocks, shares, securities and other investments at the date of the Accession Agreement or thereafter owned (whether at law or in equity) by the Company, including (without prejudice to the generality of the foregoing) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company in (and from) any company, including without limitation in (and from) any subsidiary of Arcadian International Plc or of the Company; and
  - (ii) the full benefit of all stocks, shares and securities which or the certificates of which are at the date of the Accession Agreement or may at any time thereafter be lodged with the Bank or its agents or transferred to or registered in the name of the Bank or its agents or its nominees; and
  - (iii) all rights in respect of or incidental to the property described at (i) and (ii) above (the property (i) to (iii) inclusive charged under the Accession Agreement being hereinafter called "the Charged Securities"); and
  - (iv) all stocks, shares, rights, money, benefits or property accruing or offered at any time by way of conversion, redemption, bonus, rights, preference, option, capital reorganisation or otherwise to or in respect of any of the Charged Securities, including all dividends, interest and other income payable in connection therewith (all of which property (i) to (iv) charged under the Accession Agreement are hereinafter called "Charged Interests in Securities");
- (i) by way of fixed charge all patents and patent applications, trade marks (including service marks) and trade mark applications (and all goodwill associated therewith), all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all documented trade secrets and know-how, all licences and sub-licences granted to or by the Company in respect of any of the above rights and all other intellectual property rights of whatever nature at the date of the Accession Agreement or thereafter owned by the Company or in which the Company may have an interest and the benefit of all present and future agreements entered into or the benefit of which is enjoyed by the Company relating to the use or exploitation or rights of such nature whether owned by the Company or by others;
- (j) by way of fixed charge, all the goodwill and uncalled capital of the Company both present and future (except capital subject to a share option scheme in favour of employees previously approved by the shareholders of the Company); and
- (k) by way of fixed charge, all rights and interests of the Company in and claims under all policies of insurance and assurance at the date of the Accession Agreement or thereafter held by or insuring to the benefit of the Company;



- (l) by way of floating charge all the undertaking and all property, assets, rights and revenues of the Company whatsoever and wheresoever, both present and future, including (without prejudice to the generality of the foregoing):
  - (i) all heritable and moveable property and all other property, rights, interests and assets in Scotland or governed by the law of Scotland; and
  - (ii) the property described in (a) to (k) inclusive of this sub-clause if and insofar as the charges thereon or on any part thereof contained in the Accession Agreement shall for any reason be ineffective as fixed charges.

## PART 8

### Covenants and Restrictions

By clause 2.1 of the Accession Agreement, it was stated (and the Company thereby agreed) that all of the covenants, provisions and powers contained in or subsisting under the Guarantee and Debenture shall be applicable for securing all the monies and liabilities secured by the Accession Agreement and for defining and enforcing the rights of the parties under the security constituted by the Accession Agreement as if the Company had been a Charging Company party to the Guarantee and Debenture and the monies secured by the Accession Agreement had been secured by the Guarantee and Debenture.

The covenants contained in the Guarantee and Debenture for the purposes of this part of the Schedule, which are given by the Company pursuant to the Accession Agreement, are set out below.

1. By sub-clause 6.1(l) of the Guarantee and Debenture the Company covenanted that it shall collect and realise and pay into its account or accounts with the Bank or to such other bank account or accounts with another bank as the Bank shall direct from time to time forthwith on receipt all insurance or assurance proceeds and all money which it may receive in respect of the book debts and other debts and claims charged by the Guarantee and Debenture and upon such payment the fixed charge comprised in Sub-clause 4.1(g) of the Guarantee and Debenture shall cease to apply thereto and until such payment shall hold all money so received upon trust for the Bank and shall not, without the prior consent of the Bank in writing, purport to sell, charge, factor, discount, or encumber or assign or otherwise sell or dispose of the same (or any interest therein) in favour of any other person and shall if called upon to do so by the Bank:-
  - (i) execute a legal assignment of such book debts and other debts and claims to the Bank in accordance with Sub-clause 4.8(d) of the Guarantee and Debenture; and/or
  - (ii) deliver such particulars as to the amount and nature of such book and other debts and claims as the Bank may from time to time reasonably require; and/or
  - (iii) change the account or accounts into which the said book and other debts are paid;
2. By sub-clause 6.1(m) of the Guarantee and Debenture, the Company covenanted that it shall not without the prior written consent of the Bank, seek to compromise, compound, discharge, postpone, release, set-off or settle or subordinate any of the debts and other debts or claims charged by the Guarantee and Debenture or waive its rights of action in connection therewith, or do or omit to do anything which may delay or prejudice a full recovery thereof;

3. By sub-clause 6.1(n) of the Guarantee and Debenture the Company covenanted that it shall not without the priority and consent of the Bank redeem or purchase any of its own shares save where the terms and conditions of shares in existence at the date of the Guarantee and Debenture require such action to be taken or create an issue or reissue any Debenture stock or loan stock which is secured;
4. By sub-clause 4.4 of the Guarantee and Debenture, the Company covenanted:
  - (a) that it shall not without the prior consent in writing of the Bank permit to subsist any lien, charge, mortgage, other encumbrance or form of security upon any of the assets charged by the Accession Agreement or the equity and redemption therein SAVE FOR the security contemplated or permitted under the Facility Letter and any other security document executed by the Company in favour of the Bank and the Royal Bank of Scotland plc and save for any encumbrance created in connection with a bona fide, arms length leasing transaction (other than operating lease) entered into by the Company where such encumbrance relates only to the underlying assets that are the subject of the lease and where such commitments do not exceed £250,000 per annum in total;
  - (b) that it shall not without the prior consent in writing of the Bank sell, transfer, lease, lend or otherwise dispose of or part with possession or ownership of the whole or any material part (as conclusively determined by the Bank acting reasonably) of its undertaking and business or any material part (as conclusively determined by the Bank acting reasonably) of its total assets, whether in a single transaction or in a series of related or unrelated transactions;
  - (c) that it shall not without the prior consent in writing of the Bank sell, assign, lease, licence or sub-licence any of the intellectual property rights charged pursuant to sub-clause 4.1(i) of the Guarantee and Debenture or do any such acts or part with possession thereof or allow any third party (save for the Royal Bank of Scotland plc) access to or the right to use any copy thereof or of any of them;
  - (d) that it shall not without the prior consent in writing of the Bank make or permit to be made any material change (as conclusively determined by the Bank acting reasonably) in the scope or nature of its business (as conducted at the date of the Accession Agreement);
5. By sub-clause 4.9 of the Guarantee and Debenture, the Bank may from time to time by a notice in writing to the Company convert the floating charge created pursuant to sub-clause 4.1(k) of the Guarantee and Debenture into a fixed charge as regards any asset or assets specified in such notice if the Bank considers (in its sole judgement) that such asset or assets is or may be in jeopardy.
6. By clause 4.8 of the Guarantee and Debenture, the Company covenanted that it shall on demand in writing made to it by the Bank, such demand to be made after prior consultation with the Company, at its own cost execute in the Bank's standard form or in such other form as the Bank may reasonably require and deliver to the Bank inter alia:
  - (i) a valid standard security in favour of the Bank over any heritable property in Scotland owned, or any recorded lease or heritable property in Scotland held, by the Company as at the date of the Guarantee and Debenture and over heritable fixtures and fittings and fixed plant and machinery at any time thereon, including (without prejudice the

generality of the foregoing) tenant's fixtures and fittings in and upon such leased property;

- (ii) a valid charge by way of legal mortgage or a specific legal charge of any freehold and leasehold and heritable properties acquired by the Company after the date of the Accession Agreement and of the fixtures (including trade fixtures) and fixed plant and machinery at any time thereon and all stocks, shares and other securities.

## PART 9

### Details of Registered Freehold and Leasehold Property

<u>Name of Company</u>	<u>Description of Property</u>	<u>Title Number</u>
Tillian Limited	The Haycock Hotel, Wansford, Cambridgeshire more particularly described in a lease dated 6th March 1951 between the East Doncaster Estates Company (1), Ralph Frederick Pawsey, Hugh Myddleton Peacock and Arthur Ralph Keeping (2) and Ian George Drayton (3)	Currently unregistered - title number to be allocated
Mollington Banastre Hotel Limited	Land on the south-west side of Parkgate Road, Mollington, Chester	CH 119883
Mollington Banastre Hotel Limited	Mollington Banastre Hotel, Parkgate Road, Mollington, Chester	Unregistered

SCHEDULE

Acceding Companies

	Company Number
Tillian Limited	2948772
Mollington Banastre Hotel Limited	392632
Ambassador Hotels Limited	2190376

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**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 02948772

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION AND SUPPLEMENTAL CHARGE DATED THE 23rd FEBRUARY 1995 AND CREATED BY TILLIAN LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OTHER COMPANIES NAMED THEREIN TO HILL SAMUEL BANK LIMITED UNDER THE TERMS OF THE FACILITY LETTER DATED 25th AUGUST 1994, THE GUARANTEE AND DEBENTURE DATED 26th AUGUST 1994 AND DEEDS SUPPLEMENTAL THERETO WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th MARCH 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th MARCH 1995.

*[Handwritten signature]*  
M. JONES

for the Registrar of Companies



COMPANIES HOUSE

HC026B

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7/3