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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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



395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



03043860

Name of company

* Hanover International PLC

Date of creation of the charge

25th July 2000

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

Guarantee and Debenture

Amount secured by the mortgage or charge

Rider A

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

The Governor and Company of the Bank of Scotland, The Mound, Edinburgh
as agent and security trustee for itself and for each of the Secured
Parties (as defined in Rider A)

Postcode EH1 1YZ

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

Dickson Minto
11 Walker Street
EDINBURGH
EH3 7NE

Doc. Ref. Han03.1fd

Time critical reference

For official Use
Mortgage Section

| Post room



Short particulars of all the property mortgaged or charged

Rider B

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Dickson Minto

Date

8 August 2000

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

HANOVER INTERNATIONAL PLC

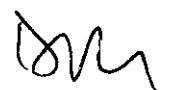
(Registered No. 03043860)

RIDER A - FORM 395 (GUARANTEE AND DEBENTURE)

Amount secured by the charge


All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of each Obligor to the Security Trustee and the Secured Parties together with:-

- (a) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities of any Obligor under any facility agreement entered into after the date of the Guarantee and Debenture with all or any of the Secured Parties which is entered into wholly or partially in order to refinance the Secured Liabilities at the date of the Guarantee and Debenture;
- (b) any further obligations and liabilities which may be made by any Secured Party to any Obligor under any agreement expressed to be supplemental to any of the Financing Documents and all interest, fees, and costs in connection therewith;
- (c) all reasonable costs, charges and expenses incurred by the Security Trustee or any of the Secured Parties in connection with the protection, preservation or enforcement of its respective rights under the Financing Documents;
- (d) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with the Financing Documents;
- (e) any claim against any Obligor flowing from the recovery by an Obligor of a payment or discharge in respect of any of those obligations or liabilities on grounds of preference or otherwise; and
- (f) to the extent legally permitted, any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.



Where:-

"Agent"	means the Agent as defined in the Facility Agreement;
"Banks"	means the Banks as defined in the Facility Agreement and "Bank" means any one of the foregoing;
"Borrowers"	means the Borrowers as defined in the Facility Agreement;
"Company"	means Hanover International PLC (Registered Number 03043860);
"Facility Agreement"	means the facility agreement (as such agreement is amended, varied, supplemented, novated or replaced from time to time) dated 27th June 2000 between, <i>inter alia</i> , the Company (1), the various banks and financial institutions named therein (2) and the Agent (3) to make available to the Borrowers certain term loan, revolving credit and working capital facilities;
"Financing Documents"	means the Facility Agreement, the Security Documents, the Hedging Documents, any Waiver Letter, any Transfer Certificate (each as defined in the Facility Agreement) and any document ancillary or pertaining thereto, the Guarantee and Debenture and any other document which the Security Trustee and the Company agree shall be designated a Financing Document;
"Group"	means the Company and any of its subsidiaries from time to time and "member of the Group" shall be construed accordingly;
"Hedging Banks"	means the Hedging Banks as defined in the Facility Agreement;



- "Obligor" means any member of the Group which has or which will have any liability (actual or contingent) and whether alone or jointly with any other person and whether as principal debtor, guarantor or surety or otherwise (or as the equivalent obligor under the laws of any other jurisdiction) to the Agent, the Security Trustee and the Secured Parties or any of them for the payment or repayment of any amounts outstanding or capable of becoming outstanding under the Financing Documents;
- "Secured Liabilities" means the amount secured by the charge as described in this Rider A;
- "Secured Parties" means the Banks and the Hedging Banks;
- "Security Trustee" means The Governor and Company of the Bank of Scotland, incorporated by Act of Parliament and having its head office at The Mound, Edinburgh EH1 1YZ as agent and trustee for itself and for each of the Secured Parties.



HANOVER INTERNATIONAL PLC

(Registered No. 03043860)

RIDER B - FORM 395 (GUARANTEE AND DEBENTURE)

Short particulars of all the property mortgaged or charged

1. All freehold and leasehold property of the Company both present and future together with all buildings and fixtures (including trade fixtures other than any tenant's trade fixtures and fittings) and fixed plant and machinery from time to time thereon and therein.
2. All plant, machinery, vehicles and other equipment at the date of the Guarantee and Debenture or thereafter owned by the Company together with the benefit of any obligations and warranties given by the manufacturer or supplier of such plant, machinery or other equipment and the benefit of all maintenance agreements entered into between the Company and any other person in respect of such plant, machinery and other equipment.
3. The following shares together with all rights, including dividends and other distributions, arising in relation thereto:-

Name of Company	No. of Shares	Class of Shares	Nominal Value of Shares
Hanover International Hotels Limited	100	Ordinary	£1.00
Hanover International Hotels Management (Daventry) Limited	20,000	Ordinary	£1.00
Hanover International Hotels Management (Reading) Limited	20,000	Ordinary	£1.00
	600,000	Redeemable Preference Shares	£1.00
Andrew Weir Hotels Limited	26,644,222	Ordinary	£1.00

4. All other shares and stock in the capital of any company which as at the date of the Guarantee and Debenture or at any time thereafter is owned by the Company or in which the Company otherwise has an interest together in all cases with all rights arising in relation thereto.



5. The benefit of all present and future licences (statutory or otherwise) held in connection with the business of the Company or the user of any of the mortgaged property and the right to recover and receive all compensation which may at any time become payable to it in respect thereof.
6. All licences and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, know-how and rights in confidential information at the date of the Guarantee and Debenture or at any time belonging to the Company.
7. The goodwill and the uncalled capital of the Company both present and future.
8. The book debts due or owing to the Company both present and future.
9. All benefits in respect of all contracts and policies of insurance (including, for the avoidance of any doubt, all cover notes and any keyman life assurance policies) which are from time to time taken out by the Company or (to the extent of such interest) in which it has an interest.
10. The stock-in-trade and work-in-progress, prepayments, investments quoted on a recognised stock exchange and cash of the Company both present and future.
11. The undertaking and all other property and assets of the Company both present and future.

The charges on the property and assets 1, 2, 3, 4, 5, 6, 7, 8 and 9 above are created as fixed charges and constitute charges by way of legal mortgage on the property 1 and 3 above which is at the date of the Guarantee and Debenture vested in the Company.

The charges on the property and assets 10 and 11 above (and also on such of the said property and assets of the Company both present and future as the Security Trustee may have agreed in writing to exclude from the fixed charge or are otherwise not effectively charged under the Guarantee and Debenture by way of fixed charge) are created as floating charges until the provisions of Condition 14 set out in the Second Schedule to the Guarantee and Debenture become operative when the floating charges shall crystallise and become fixed charges. The charges created by the Guarantee and Debenture shall be a continuing security and shall unless otherwise agreed in writing by the Security Trustee be first charges.



The Company in security for the payment and discharge of all the Secured Liabilities with full title guarantee assigns and agrees to assign to the Security Trustee (as agent and trustee aforesaid) all of the Company's right, title and interest, present and future, in the Keyman Policy and all moneys thereby assured which may become payable thereunder and undertakes to the Secured Party promptly to give such notice of this assignment and subsequent assignments under the Guarantee and Debenture as the Security Trustee may require.

The Company authorises the Security Trustee and each Secured Party to hold as security for the Secured Liabilities any balances, credits, deposits, accounts or moneys to which it is entitled on any account with the Security Trustee or that Secured Party and to apply any such balances, credits, deposits, accounts or moneys at any time without notice to the Company in satisfaction of any Secured Liabilities.

Where:-

"Keyman Policy" means the keyman life assurance policy taken out by the Company on the life of Peter Eyles;

And any term defined in Rider A shall have the same meaning in this Rider B.

A handwritten signature in dark ink, appearing to be 'DM' or similar, located at the bottom right of the page.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03043860

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 25th JULY 2000 AND CREATED BY HANOVER INTERNATIONAL PLC FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES OF EACH OBLIGOR (AS DEFINED) TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AS AGENT AND SECURITY TRUSTEE FOR ITSELF AND FOR EACH OF THE SECURED PARTIES (AS DEFINED) UNDER THE FINANCING DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th AUGUST 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th AUGUST 2000.

P. G.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E