

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[3111]

03479641

Name of company

* Foremost Hotels (Birmingham) Limited (now known as morethanhotels (Birmingham) Limited) (the "Company").

Date of creation of the charge

23 November 2005

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

A debenture dated 23 November 2005 between (1) the Company, (2) the companies listed in Schedule 1 to the Debenture, (each a "Chargor", together the "Chargors") and (3) Barclays Bank PLC (as trustee for the Finance Parties (defined below) the "Security Trustee") (the "Debenture").

Amount secured by the mortgage or charge

The liabilities of the Obligors (defined below) to the Finance Parties under or pursuant to the Finance Documents (defined below) except for any liabilities which, if secured by the Debenture, would result in a contravention by a Chargor (defined below) of section 151 of the Companies Act 1985 (the "Secured Liabilities").

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

Barclays Bank PLC, 5 The North Colonnade, Canary Wharf, London

Postcode E14 4BB

Please return
via

CH London Counter

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

Denton Wilde Sapte
1 Fleet Place
London
EC4M 7WS

AXA/40504.01383

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



LD2
COMPANIES HOUSE

376
05/12/2005

Short particulars of all the property mortgaged or charged

1. Under the terms of the Debenture:

1.1 Land:

Each Chargor with full title guarantee charged as a continuing security to secure the payment and discharge of the Secured Liabilities:

- a. by way of legal mortgage its interest in the Land referred to opposite its name in Schedule 2 to the Debenture (*Land charged by way of legal mortgage*) and set out in the Schedule to this Form 395 below;
- b. by way of fixed charge any right, title or interest which it has at the date of the Debenture or may subsequently acquire to or in any other Land;
- c. by way of fixed charge all FF&E (defined below) owned by it both at the date of the Debenture and in the future.

(Continued on document number 7282569)

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)

NIL

Signed

Denton Wilde Sapte

Date *5 December* 2005

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

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

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Foremost Hotels (Birmingham) Limited (now known as morethanhotels (Birmingham) Limited)

Short particulars of all the property mortgaged or charged (continued from document number 7282568)

1.2 Shares

Each Chargor, with full title guarantee, mortgaged or (if or to the extent that the Debenture did not take effect as a mortgage) charged by way of fixed charge as a continuing security to secure the payment and discharge of the Secured Liabilities:

- (a) all Shares (defined below); and
- (b) all related Distribution Rights (defined below).

1.3 Investments

Each Chargor, with full title guarantee, mortgaged or (if and to the extent that the Debenture did not take effect as a mortgage) charged by way of fixed charge as a continuing security to secure the payment and discharge of the Secured Liabilities:

- (a) all Investments (defined below); and
- (b) all related Distribution Rights,
including those held for it by any nominee.

1.4 Plant and Machinery

Each Chargor, with full title guarantee, charged by way of fixed charge as a continuing security to secure the payment and discharge of the Secured Liabilities all Plant and Machinery (defined below) in so far as it was not charged by way of legal mortgage under Clause 3.1 of the Debenture (*Land*) and set out in paragraph 1.1 above.

1.5 Book Debts

Each Chargor, with full title guarantee, charged by way of floating charge as a continuing security to secure the payment and discharge of the Secured Liabilities:

- (a) all Book Debts (defined below); and
- (b) all benefits, rights and Security (defined below) held in respect of, or to secure the payment of, the Book Debts.

1.6 Non Trading Debts

Each Chargor, with full title guarantee, charged by way of fixed charge as a continuing security

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Short particulars of all the property mortgaged or charged (continued from document number 7282568)

to secure the payment and discharge of the Secured Liabilities:

- (a) all Non Trading Debts (defined below); and
- (b) all benefits, rights and Security held in respect of, or to secure the payment of, the Non Trading Debts.

1.7 Accounts held with Finance Parties

1.7.1 Each Chargor, with full title guarantee, charged by way of fixed charge as a continuing security to secure the payment and discharge of the Secured Liabilities all amounts standing to the credit of:

- (a) each Insurance Proceeds Account (defined below) held with the Security Trustee; and
- (b) any other account (other than the Current Account (defined below)) in its name held with any Finance Party or to which it is beneficially entitled.

1.7.2 Regardless of the terms on which moneys are credited to any account (excluding, for the avoidance of doubt, the Current Account held at the Account Bank (defined below)) in the name of a Chargor held with any Finance Party, no amount standing to the credit of that account will be or accrue due or payable to that Chargor until:

- (a) the Secured Liabilities have been paid and discharged in full; and
- (b) no Finance Party is under any obligation to make banking or other facilities available to any Chargor,

and until that time the relevant Chargor shall not request, demand or claim to be entitled to withdraw any amount from the account except (without prejudice to the Finance Parties' rights under the Debenture) as the Security Trustee may in its absolute discretion from time to time permit.

1.8 Intellectual Property Rights

Each Chargor, with full title guarantee, charged by way of fixed charge as a continuing security to secure the payment and discharge of the Secured Liabilities all Intellectual Property Rights (defined below), including, where a Chargor is a Trade Mark Chargor (defined below):

- (a) the Trade Mark Property (defined below) which belongs to it at the date of the Debenture or at any time during the Security Period (defined below); and
- (b) all fees, royalties and other rights of every kind deriving from the Trade Mark Property.

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1.9 Goodwill

Each Chargor, with full title guarantee, charged by way of fixed charge as a continuing security to secure the payment and discharge of the Secured Liabilities its goodwill.

1.10 Uncalled capital

Each Chargor, with full title guarantee, charged by way of fixed charge as a continuing security to secure the payment and discharge of the Secured Liabilities its uncalled capital.

1.11 Authorisations

Each Chargor, with full title guarantee, charged by way of fixed charge as a continuing security to secure the payment and discharge of the Secured Liabilities the benefit of all Authorisations (defined below) held by it in relation to any Security Asset (defined below).

1.12 Assigned Agreements

1.12.1 Each Chargor, with full title guarantee, assigned absolutely as a continuing security to secure the payment and discharge of the Secured Liabilities all its rights and interests under the Assigned Agreements (defined below) to which it is party.

1.12.2 Until an Event of Default (defined below) occurs which is continuing, but subject to Clause 7.6 of the Debenture (*Assigned Agreements and Insurances*), the relevant Chargor may continue to deal with the counterparties to the relevant Assigned Agreements.

1.13 Accounts held with third parties

Each Chargor, with full title guarantee, assigned absolutely or (if and to the extent that the assignment is not effective) charged by way of fixed charge as a continuing security to secure the payment and discharge of the Secured Liabilities all amounts from time to time standing to the credit of each account (including any Account (defined below)) held with a party, other than the Security Trustee, in its name or to which it is beneficially entitled.

1.14 Insurances

1.14.1 Each Chargor, with full title guarantee, assigned to the extent that the Chargor is not prohibited from assigning them absolutely as a continuing security to secure the payment and discharge

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of the Secured Liabilities all its rights and interests in the Insurances (defined below) subject always to the rights of any landlord under any lease forming part of the Security Assets.

- 1.14.2 Until a Default (defined below) occurs which is continuing, but subject to Clause 7.6 (*Assigned Agreements and Insurances*) of the Debenture, the Chargors may continue to deal with the counterparties to the Insurances.

1.15 Contractual rights

Each Chargor, with full title guarantee, charged by way of fixed charge as a continuing security to secure the payment and discharge of the Secured Liabilities all its rights under any agreement to which it is a party other than the Assigned Agreements which are effectively assigned by Clause 3.12 of the Debenture (*Assigned Agreements*) and as set out at paragraph 1.12 above.

1.16 Rental Income

Each Chargor, with full title guarantee, assigned absolutely as a continuing security to secure the payment and discharge of the Secured Liabilities all its rights and interests in all Rental Income (defined below).

1.17 Other assets (Floating Charge)

- 1.17.1 Each Chargor, with full title guarantee, charged by way of floating charge as a continuing security to secure the payment and discharge of the Secured Liabilities all its present at the date of the Debenture and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under Clause 3 of the Debenture and paragraph 1 above.

- 1.17.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture.

1.18 Nature of Security Created

- 1.18.1 The Security under the Debenture was created in favour of the Security Trustee as trustee for the Finance Parties.
- 1.18.2 (Except in the case of assets which are the subject of a legal mortgage under the Debenture) the Security is created over all present and future assets of the kind described which are owned by the Company and, to the extent that the Company does not own those assets, the Company shall extend to any right or interest which it may have in them.

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 5

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Name of company

Foremost Hotels (Birmingham) Limited (now known as morethanhotels (Birmingham) Limited)

Short particulars of all the property mortgaged or charged (continued from document number 7282568)

1.19 Negative pledge

No Chargor shall create or permit to subsist any Security over any Security Asset except for Permitted Security (defined below).

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Foremost Hotels (Birmingham) Limited (now known as morethanhotels (Birmingham) Limited)

Definitions

Account means the Current Account or the Insurance Proceeds Account.

Account Bank means any branch of Barclays Bank PLC or any other bank in London approved by the Majority Lenders.

Acquisition Agreement has the meaning ascribed to it in the Facility Agreement.

Acquisition Documents means the Acquisition Agreement, Disclosure Letter and any other document designated as an Acquisition Document by the Agent and the Company.

Agent means Barclays Bank PLC.

Arranger means Barclays Capital and Société Générale, London Branch.

Assigned Agreements means the Acquisition Documents, the Hedging Agreements and the Material Contracts.

Authorisations means an authorisation, consent (including an Environmental Consent), permission, approval, resolution, licence, exemption, filing, notarisation or registration.

Book Debts means, in relation to a Chargor, all its book debts arising in the ordinary course of trading.

Borrower means, as at the date of the Debenture, the Company and MTHL.

Charged Properties means each of the properties listed in Schedule 2 to the Debenture and other Real Property acquired by an Obligor after the 22nd November 2005. A reference to a **Charged Property** is a reference to any of the **Charged Properties**.

Commitments has the meaning ascribed to it in the Facility Agreement.

Current Account means the account referred to in Clause 18.1.1 of the Facility Agreement (*Designation of Accounts*).

Default means an Event of Default or any event or circumstance specified in Clause 25 of the Facility Agreement (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination or the satisfaction of any condition under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

Disclosure Letter has the meaning ascribed to it in the Facility Agreement.

Distribution Rights means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them.

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Definitions

Environmental Consent has the meaning ascribed to it in the Facility Agreement.

Event of Default means any event or circumstance specified as such in Clause 25 of the Facility Agreement (*Events of Default*).

Existing Hedging Agreement means the master agreement, confirmation, schedule or other agreement entered into by MTHL and Société Générale London Branch in connection with the Existing Facility.

Existing Facility means the £36,000,000 term loan facility made available to the Borrower pursuant to a syndicate credit facility agreement dated 14 September 2004 and made between (amongst others) Société Générale London Branch as Arranger, Facility Agent, and Security Trustee and Société Générale London Branch and Barclays Bank PLC as banks.

Facility means the working capital facility/ facilities described in Clause 2.1(b) of the Facility Agreement and the term loan facility described in Clause 2.1(a) of the Facility Agreement.

FF&E means plant, machinery, fixtures, fittings, furniture, furnishings, computers and equipment including all equipment required for the operation of kitchens, bars, restaurants, laundries, recreation facilities, office equipment including any telephone system, material handling equipment and cleaning, electrical and engineering equipment.

Facility Agreement means the facilities agreement dated on or about the date of the Debenture between, among others, the Company and MTHL as original borrowers, the Chargors, the Security Trustee and the other Finance Parties (as defined in that agreement).

Finance Party means an Arranger, the Agent, the Security Trustee, an Hedging Lender or a Lender.

Finance Document has the meaning ascribed to it in the Facility Agreement.

Group means the Company and its Subsidiaries for the time being and **Group Company** means any one of them.

Guarantor means Morethanhotels (No.1) Limited, Morethanhotels Limited, Foremost Hotels (Holdings) Limited, Foremost Hotels Limited, Foremost Hotels (Bristol) Limited, Foremost Hotels (Birmingham) Limited, Foremost Hotels (Stafford) Limited.

Hedging Agreement means

- (a) the Existing Hedging Agreement; and
- (b) any other master agreement, confirmation, schedule or other agreement entered into or to be entered into by a Borrower and a Hedging Lender for the purpose of hedging interest rate liabilities and/or any exchange rate fluctuations in relation to the Term Facility in accordance with Clause 24.12 (*Treasury Transactions*) and Schedule 10 of

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the Facility Agreement.

Hedging Lender means Barclays Bank PLC and Société Générale, London Branch.

Insurance means, in relation to a Chargor, each contract or policy of insurance to which that Chargor is a party or in which it has an interest.

Insurance Proceeds Account has the meaning given to it in Clause 23.8.8 of the Facility Agreement.

Intellectual Property Rights means

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and
- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not.

Investments means all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations).

Junior Share Charge has the meaning ascribed to it in the Facility Agreement.

Land has the same meaning as it has in section 205(1) of the Law of Property Act 1925.

Lender means Barclays Bank PLC as overdraft lender and original term lender and Société Générale, London Branch as original term lender.

Loan means a loan made or to be made under the Term Facility or the principle amount outstanding for the time being of that loan.

Majority Lenders means

- (a) if there are no Loans then outstanding, a Lender or Lenders whose Commitments aggregate more than 66 $\frac{2}{3}$ per cent of the Total Term Commitments (or, if the Total Term Commitments have been reduced to zero, aggregated more than 66 $\frac{2}{3}$ per cent of the Total Term Commitments immediately before the reduction); or
- (b) at any other time, a Lender or Lenders whose participations in the Loans then outstanding aggregate more than 66 $\frac{2}{3}$ per cent of all the Loans then outstanding.

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Material Contracts has the meaning ascribed to it in the Facility Agreement.

MTHL means morethanhotels Limited, a company incorporated in England and Wales with registered number 02567988 (formerly known as Oriel Leisure Limited).

Non Trading Debts means all debts and moneys due or payable to a Chargor except for Book Debts and those referred to in Clause 3.7 (*Accounts held with Finance Parties*) and Clause 3.13 (*Accounts held with third parties*) of the Debenture.

Noteholder Share Charge has the meaning ascribed to it in the Facility Agreement.

Obligor means a Borrower or a Guarantor.

Permitted Security means

- (a) any Security created or outstanding with the prior written consent of the Majority Lenders;
- (b) any lien arising by operation of law or contained in a contract for the sale of goods, or supply of services, entered into in the ordinary course of trade of the Group Company creating the same;
- (c) any Security arising out of title retention provisions in a supplier's standard conditions of supply for goods acquired in the ordinary course of trade;
- (d) any Security created pursuant to the Noteholder Share Charge; and
- (e) any Security created pursuant to the Junior Share Charge.

Plant and Machinery means, in relation to a Chargor, all its fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties.

Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them.

Rental Income means the aggregate of all amounts paid or payable to or for the account of any Obligor in connection with the letting, use or occupation of any part of each Charged Property, including (without double counting):

- (a) rent, licence fees and equivalent amounts paid or payable;
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;

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- (c) a sum equal to any apportionment of rent allowed in favour of the relevant Obligor;
- (d) any other moneys paid or payable in respect of occupation or usage of the Charged Property and any fixture and fitting on the Charged Property including any fixture or fitting for display or advertisement, on licence or otherwise;
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (f) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any lease, licence or other right of occupation or right to receive rent to which the Charged Property may at any time be subject;
- (g) any sum paid or payable by any guarantor of any occupational tenant under any lease, licence or other right of occupation or right to receive rent to which the Charged Property may at any time be subject; and
- (h) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to in paragraphs (a) to (g) above less any related fees and expenses incurred (which have not been reimbursed by another person) by the relevant Obligor.

Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

Security Assets means, in relation to a Chargor, all of its assets from time to time which are the subject of any Security created or to be created by this Debenture.

Security Document has the meaning ascribed to it in the Facility Agreement.

Security Period means the period starting on the date of the Facility Agreement and ending on the date on which the Agent (acting reasonably) is satisfied that all of the liabilities of the Obligors under each Finance Document are irrevocably discharged in full and no Finance Party has any commitment or liability, whether present or future, actual or contingent, in relation to any Facility.

Shares means all shares held by a Chargor in its Subsidiaries.

Signing Date means the earlier of:

- (a) the date of the Facility Agreement; and
- (b) the date of the Acquisition Agreement.

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

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Definitions

1985.

Target Companies means:

- (a) Foremost Hotels (Holdings) Limited, a company incorporated under the law of England and Wales with registered number 03439896; and
- (b) Foremost Hotels (Bristol) Limited, a company incorporated under the law of England and Wales with registered number 3262497.

Target Shares means the entire issued share capital of each Target Company.

Term Facility means the term loan facility described in Clause 2.1(a) of the Facility Agreement (*The Facilities*).

Total Term Commitments has the meaning ascribed to it in the Facility Agreement.

Trade Mark Chargor means a Chargor that owns Trade Mark Property.

Trade Mark Property means:

- (a) all United Kingdom registered trademarks at any time owned by a Chargor (**Trade Mark**);
- (b) all applications for the United Kingdom registration of a trade mark made by a Chargor (**Trade Mark Applications**);
- (c) any goodwill of a Chargor's business to which any Trade Mark or Trade Mark Application relates; and
- (d) any other right which may arise from, relate to, or be associated with any Trade Mark or Trade Mark Application or, in either case, its use in a Chargor's business.

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Schedule – Land charged by way of legal mortgage**Registered Land**

Name of Chargor	Description and address	Title number
morethanhotels Limited	Land lying on the west side of Redbridge Lane, Nursling, Southampton	HP581790 (Leasehold)
morethanhotels Limited	Land lying to the north of Hyde Road, Gorton, Manchester	GM821643 (Freehold)
morethanhotels Limited	Land at Harbledown, Canterbury	K787140 (Freehold)
morethanhotels Limited	Land and buildings lying to the east side of Stockings Lane, Shenstone, Lichfield	SF424740 (Leasehold)
morethanhotels Limited	Land on the east side of the Skiff Inn, Riverside Way, Derwenthaugh, Gateshead	TY360190 (Leasehold)
morethanhotels Limited	Land on the south side of Oundle Road, Alwalton	CB211812 (Freehold)
morethanhotels Limited	Land on the west side of Waterwells Business Park, Quedgeley	GR215943 (Freehold)
morethanhotels Limited	Land at Waterwells Business Park, Quedgeley	GR239387 (Freehold)
morethanhotels Limited	Land on the south side of Smugglers Way, Wandsworth	TGL167462 (Leasehold)
morethanhotels Limited	the Hotel, the Leisure Exchange, Vicar Lane, Bradford	WYK801454 (Leasehold)
Foremost Hotels (Stafford) Limited	Express by Holiday Inn, Stafford South, Acton Court, Acton Gate, Stafford and land lying to the west of Stafford Road, Acton Gate	SF381471 (leasehold) SF384424 (freehold)

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 13

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Foremost Hotels (Birmingham) Limited	Express by Holiday Inn, Bickhill Parkway, Birmingham	WM707586 (leasehold)
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Foremost Hotels (Bristol) Limited	Block B, Temple Gate House, Temple Gate	BL71141 (leasehold)
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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. 03479641

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 23rd NOVEMBER 2005 AND CREATED BY MORETHANHOTELS (BIRMINGHAM) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS TO THE FINANCE 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 5th DECEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th DECEMBER 2005.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES