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CHFP025

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* insert full name
of Company

COMPANIES FORM No. 395

BB £270x27

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

3819475

Name of company

* Wy (Rookery Hall) Limited (the "Chargor")

Date of creation of the charge

12 August 1999

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

Guarantee and Debenture dated 12 August 1999 between the Several
Companies named in Schedule 1 Part A thereof and the Royal Bank of
Scotland plc as Security Agent (the "Debenture").

Amount secured by the mortgage or charge

See Part IV of the attached Schedule.

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

The Royal Bank of Scotland plc, London Corporate Centre, PO Box 13273,
49 Charing Cross Road, London, SW1 2DX (the "Security Agent").

Postcode

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

Lovell White Durrant
65 Holborn Viaduct
London
EC1A 2DY

A6/KJH/AJAG/454498

Time critical reference

For official Use
Mortgage Section



As specified in Parts V, VI, VII, VIII and IX of the attached Schedule.

NB. The attached Schedule contains covenants by and restrictions on the Chargor which protect and further define the charges and which must be read as part of the charges created.

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Particulars as to commission allowance or discount (note 3)

N/A

Signed

Lowell White Dunch

Date

23/8/99

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

A fee of £10 is
payable to
Companies House
in respect of each
register entry for
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 CF4 3UZ

Schedule to Form 395 for Guarantee and Debenture

Part I

Definitions

"Agent"	means The Royal Bank of Scotland plc;
"Banks"	means the banks listed in Schedule II of the Debenture together with any bank or financial institution acceding to the Security in accordance with Clause 15.1 of the Debenture;
"Charged Assets"	in relation to the Chargor, all the assets, goodwill, property, undertaking, rights and revenues whatsoever and wheresoever (present and future) of the Chargor for the time being charged under the Security and (where the context requires or permits) includes any part thereof;
"Charging Companies"	the companies named in Schedule I Part A of the Debenture and reproduced here as Part III of this Schedule (where the context requires or permits) includes each or any of them together with any other Subsidiary of the Parent or subsidiary of the Parents' ultimate Holding Company which agrees to give security to the Security Agent;
"Collection Account"	has the meaning given to that expression in clause 6.1(k) of the Debenture;
"Companies"	the companies named in Schedule I Part B of the Debenture and reproduced here as Part II of this Schedule and (where the context requires or permits) includes each or any of them;
"Debenture Date"	means the 12 August 1999;
"Facility Agreement"	the facility agreement dated 12 August 1999 made between the Parent, the Guarantors, the Banks, the Agent and the Security Agent which expression shall include any amendments, supplements, accessions, variations or additions to such agreement, however fundamental (including, without limitation, changes to the facilities provided or increases in their maximum amount);
"Guarantor"	means the Chargor insofar only as it thereby covenants to pay or discharge money or liabilities due, owing or incurred by any Company to the Banks, the Agent or Security Agent, and "Guarantors" and "Guarantee" shall be construed accordingly and the latter expression shall include every agreement or stipulation contained in Schedule III of the Debenture;
"Holding Company"	a parent undertaking within the meaning of Section 21 Companies Act 1989;
"Hotels"	means those hotels set out in the Fourth Schedule of the Facilities Agreement;
"Hotel Companies"	means the companies set out in the Third Schedule of the Facility Agreement;

"Leases"	the leases in respect of the Hotels details of which are set out in Part I of Schedule V of the Debenture and reproduced here as Part VIII of this Schedule as further amended, supplemented or replaced from time to time;
"Management Contracts"	the various management contracts dated inter alia, 2 June 1998 and 9 April 1998 made between Arcadian Group Services Limited and Arcadian Hotels Limited as varied and extended by letters dated 8 May 1998, 5 August 1998, 30 October 1998, 1 February 1999 and 30 April 1999 as further amended, supplemented or replaced from time to time;
"Parent"	Arcadian International Limited (Registered Number 409293);
"Sale Contracts"	the agreements for the sale of the Hotels details of which are set out in Part II of Schedule V of the Debenture and reproduced here as Part IX of this Schedule;
"the Security"	all security constituted by or pursuant to the Debenture;
"Subsidiary"	has the meaning set forth in Section 736 of the Companies Act 1985;

Part II

The Companies

Company	Company Number
Arcadian International Limited	409293
Arcadian Hotels (UK) Limited	2858380
Arcadian Group Services Limited	2286515
Wy (Nutfield Priory) Limited	3819446
Wy (Woodland Park) Limited	3819472
Wy (Priest House) Limited	3819494
Wy (Brands Hatch) Limited	3819502
Wy (Ettington Park) Limited	3819491
Wy (Wood Hall) Limited	3819470
Wy (Mollington) Limited	3819484
Wy (Rookery Hall) Limited	3819475
Wy (The Haycock) Limited	3819511
Wy (Chilston Park) Limited	3819493

Company	Company Number
Wy Hotels Limited	3819615
The Mollington Banastre Hotel Limited	392632
Tillian Limited	2948772
Chilston Park Limited	3133980
Ettington Park Group Limited	1786119
Arcadian Hotels Limited	3526598
Wy (Nutfield Priory) Management Limited	3819731
Wy (Woodland Park) Management Limited	3819693
Wy (L'Horizon) Management Limited	3819665
Wy (Priest House) Management Limited	3819755
Wy (Brands Hatch) Management Limited	3819761
Wy (Wood Hall) Management Limited	3819750
Wy (Rookery Hall) Management Limited	3819748
Hotel L'Horizon Limited	673
L'Horizon Hotel Jersey Limited	71429
L'Horizon Management (Jersey) Limited	71428

Part III

The Charging Companies

Charging Company	Company Number
Arcadian International Limited	409293
Arcadian Hotels (UK) Limited	2858380
Arcadian Group Services Limited	2286515
Wy (Nutfield Priory) Limited	3819446

Charging Company	Company Number
Wy (Woodland Park) Limited	3819472
Wy (Priest House) Limited	3819494
Wy (Brands Hatch) Limited	3819502
Wy (Ettington Park) Limited	3819491
Wy (Wood Hall) Limited	3819470
Wy (Mollington) Limited	3819484
Wy (Rookery Hall) Limited	3819475
Wy (The Haycock) Limited	3819511
Wy (Chilston Park) Limited	3819493
Wy Hotels Limited	3819615
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Wy (L'Horizon) Management Limited	3819665
Wy (Priest House) Management Limited	3819755
Wy (Brands Hatch) Management Limited	3819761
Wy (Wood Hall) Management Limited	3819750
Wy (Rookery Hall) Management Limited	3819748
Wy L'Horizon Limited	3819481

Part IV

Amount secured by Mortgage or Charge

1. Under clause 2.1 of the Debenture the Chargor:
 - (a) covenanted that it will on demand in writing made to it by the Security Agent pay or discharge to the Security Agent all money and liabilities at the Debenture Date or in the future (whether on or at any time after such demand) due, owing or incurred in whatever manner by it to the Agent, the Security Agent or the Banks;
 - (b) covenanted and guaranteed that it will on demand in writing made to it by the Security Agent pay or discharge to the Security Agent all money and liabilities at the Debenture Date or in the future (and whether on or at any time after such demand) due, owing or incurred in whatever manner by each other Company to the Agent, the Security Agent or the Banks, except any money or liabilities due, owing or incurred by any other Company as Guarantor for the Chargor;

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 or other credits and/or any financing or similar transaction whatever from time to time entered into by any Bank for the Chargor or any Company, together with all interest, commission, fees and other proper charges and expenses which any of the Banks may in the course of their business charge in respect of any of the matters aforesaid or for keeping the accounts of the Chargor or any Company and so that interest shall be computed and compounded in accordance with the provisions of subclause 2.2 of the Debenture (after as well as before any demand made or judgment obtained hereunder) and will on demand also retire all bills or notes for the time being under discount with any Bank to which the Chargor or any Company is a party, whether as drawer, acceptor, maker or indorser without any deduction whatever (the "Secured Sums").

Part V

Particulars of Property Mortgaged or Charged

1. By clause 4.1 of the Debenture the Chargor with full title guarantee charged to the Security Agent with the payment and discharge of all Secured Sums:
 - (a) by way of legal mortgage all the freehold and leasehold property of the Chargor the title to which is registered at H M Land Registry, including those described opposite its name in Schedule IV of the Debenture and reproduced here as Part VII 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 Chargor vested in the Chargor at the Debenture Date whether or not registered at H M 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 Chargor, 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 thereinbefore effectively charged belonging to the Chargor on or after the Debenture Date in or over land or the proceeds of sale of land and all licences held by the Chargor on or after Debenture Date to enter upon or use land and the benefit of all agreements for lease or other agreements relating to land to which the Chargor is or may become a party or otherwise entitled and all trade fixtures, plant and machinery owned by the Chargor on or after the Debenture Date annexed to all freehold and leasehold property its interest in which stands charged thereunder;
- (e) by way of fixed charge all book debts due or owing to the Chargor on or after the Debenture Date 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 and unpaid vendors' liens and similar and associated rights and remedies;
- (f) by way of fixed charge all other monetary debts and claims (including things in action which give rise or may give rise to a debt or debts) due or owing to the Chargor on or after the Debenture Date 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 paragraph 1(e) above;
- (g) by way of fixed charge, all money at any time standing to the credit of any Collection Account relating to the Chargor, including the proceeds of book debts and other debts and claims charged pursuant to the charges referred to above which proceeds shall, for the avoidance of doubt, on payment into such Collection Account cease to be subject to the charges referred to above, but shall be subject to the fixed charge contained in this paragraph 4.1 (g) of the Debenture;
- (h) by way of fixed charge:
 - (i) all stocks, shares, securities and other investments (whether at law or in equity) owned by the Chargor on or after the Debenture Date, 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 Chargor in (and from) any company, including without limitation in (and from) any Subsidiary of the Parent or of any Charging Company; and
 - (ii) the full benefit of all stocks, shares and securities which or the certificates of which are now or may at any time hereafter be lodged with the Security Agent or any of the Banks or held by the Security Agent or any of the Banks or their agents or transferred to or registered in the name of the Security Agent or any of the Banks or its agents or their 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 thereby charged 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) thereby charged 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 Chargor in respect of any of the above rights and all other intellectual property rights of whatever nature owned by the Chargor on or after the Debenture Date or in which the Chargor may have an interest and the benefit of all agreements entered into on or after the Debenture Date or the benefit of which is enjoyed by the Chargor relating to the use or exploitation of rights of such nature whether owned by the Chargor or by others;

- (j) by way of fixed charge, all the goodwill and uncalled capital of the Chargor on or after the Debenture Date (except capital subject to a share option scheme in favour of employees previously approved by the shareholders of the Chargor); and
- (k) by way of fixed charge, all rights and interests of the Chargor in and claims under all policies of insurance and assurance on or after the Debenture Date held by or inuring to the benefit of the Chargor;
- (l) by way of floating charge all the undertaking and all property, assets, rights and revenues of the Chargor on or after the Debenture Date whatsoever and wheresoever, 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 subclause 4.1 of the Debenture if and insofar as the charges thereon or on any part thereof therein contained shall for any reason be ineffective as fixed charges.

2. By clause 4.2 of the Debenture the Chargor with full title guarantee assigned in favour of the Security Agent:

- (a) all claims of the Chargor against all persons who at the Debenture Date or may at any time be lessees, sub-lessees or licensees of land and all guarantors and sureties for the obligations of such persons;
- (b) the benefit of all guarantees, warranties and representations given or made to the Chargor by, and any rights or remedies against, all or any of the manufacturers, suppliers or installers of any fixtures contained in the Chargor's land or buildings;
- (c) the benefit of all rights and claims to which the Chargor is now or may become entitled under any leases (including all the Leases), the Management Contracts, any agreements for lease, agreements for sale (including all the Sale Contracts), contracts, options or undertakings relating to any estate, right or interest in or over the Chargor's land, buildings or property;
- (d) all rights and claims to which the Chargor is at the date of the Debenture or may become entitled against any builder, contractor or professional adviser engaged in relation to any property or property development or works including, without prejudice to the generality of the foregoing, under development agreements or any other contract, collateral warranty or similar agreement;
- (e) the benefit of all rights and claims to which the Chargor is now or may become entitled under or in respect of any joint venture, partnership or similar arrangement or agreement.

Part VI

Covenants and Restrictions

1. Clause 4.3 of the Debenture provides that, unless and until the Security Agent shall otherwise direct for the purpose of preserving the value of the Security or realising it, the Chargor shall for so long as it remains the registered owner of any shares thereby charged continue to be entitled to exercise the rights attaching to such shares as beneficial owner if and insofar as such exercise shall not (in the opinion of the Security Agent) jeopardise or be likely to jeopardise the Security. The Security Agent shall at any time be entitled to have any such shares registered in the name of itself and/or its nominee and, subject as aforesaid, the Security Agent or its nominees shall exercise the rights attaching to any shares thereby charged to the Security Agent which shall be registered in the name of the Security Agent or (as applicable) its nominees in accordance with the instructions in writing from time to time received from the Chargor which is the beneficial owner thereof or (in the absence of any such written instructions) shall refrain from exercising any such rights. Without prejudice to any other rights or remedies of the Security Agent contained in the Security or elsewhere, at any time after the Security Agent has made demand under Clause 2.1 of the Debenture the Security Agent may sell or otherwise dispose of all the title to and interest in the Charged Interests in Securities or (as it may elect and without prejudice to any later exercise of this power) the whole or part of the equitable interest divested of the legal title for such consideration (which may comprise or include shares or debentures), upon such terms and so that it shall be entitled to apply the proceeds of sale or disposal in or towards the discharge of the Chargor's liabilities under or pursuant to the Security in such manner as shall have been agreed between the Banks, with any surplus being paid to the Chargor or any other person who may be entitled to it.
2. By clause 4.4 of the Debenture the Chargor covenanted that it would not without the prior consent in writing of the Security Agent:
 - (a) create, or permit to subsist, any lien, charge, mortgage or other encumbrance or form of security upon any of the Charged Assets or the equity of redemption therein save for any encumbrance created in connection with a bona fide, arms length leasing transaction (other than operating lease) entered into by any 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) save for sales or disposals of Hotels or Hotel Companies permitted by and in accordance with the Facilities Agreement, 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 Security Agent acting reasonably) of its undertaking and business or a material part (as conclusively determined by the Security Agent acting reasonably) of its total assets, whether in a single transaction or in a series of related or unrelated transactions;
 - (c) sell, assign, lease, license or sub-license any of the intellectual property rights charged pursuant to subclause 4.1(i) of the Debenture, or purport to do any of such acts or part with possession thereof or allow any third party access to or the right to use any copy thereof or of any of them;
 - (d) save for sales or disposals of Hotels or Hotel Companies permitted by and in accordance with the Facilities Agreement, make or permit to be made any material change (as conclusively determined by the Security Agent acting reasonably) in the scope or nature of its business (as conducted at the Debenture Date).
3. By clause 4.9 of the Debenture the Chargor agreed that the Security Agent may from time to time by notice in writing to the Chargor convert the floating charge created pursuant to sub-clause 4.1(l) of the Debenture into a fixed charge as regards any asset or assets thereby charged as specified in any such notice if the Security Agent considers (in its sole judgment)

that such asset or assets is or may be in jeopardy and in addition such floating charge shall be automatically converted into a fixed charge in respect of:

- (a) any asset(s) which shall become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way of sale in the ordinary course of trading by the Chargor immediately upon such charge or disposition; or
- (b) all the Charged Assets of the Chargor if and when the Chargor shall cease to carry on business or to be a going concern;

but so that subclause 4.9 of the Debenture not apply to any assets situate in Scotland.

- 4. By clause 4.10 of the Debenture the Chargor agreed that any fixed charge or fixed security created by the Chargor in favour of the Security Agent (other than a fixed charge or fixed security arising by virtue of a floating charge attaching to the property subject thereto) shall rank prior to the floating charge thereby created by the Chargor.
- 5. Clause 5.1 of the Debenture provides that the Security shall be a continuing security for the Banks notwithstanding any settlement of account or other matter or thing whatsoever and shall be without prejudice and in addition to any other security, whether by way of mortgage, equitable charge or otherwise howsoever, which may now or at any time hereafter be held on the property of the Chargor or any part thereof for or in respect of the money and liabilities thereby secured or any of them or any part thereof respectively.
- 6. Clause 6.1 of the Debenture provides that during the continuance of the Security:
 - (a) the Chargor shall not do or omit to be done anything which may render any policy of insurance thereby charged void or voidable;
 - (b) the Chargor shall not use or allow any of its Charged Assets to be used for any purpose prohibited by the terms or conditions of any policy of insurance for the time being relating thereto, nor do or omit to do or allow to be done or to be omitted to be done any act or thing whereby any such insurance may be expected to be invalidated;
 - (c) the Chargor shall not make any structural alterations, improvements or additions to any of its leasehold or freehold property which, in the reasonable opinion of the Security Agent, would adversely affect the value of the property without the prior written consent of the Security Agent, save for any such alterations, improvements or additions which are made in the ordinary course of repair and maintenance to any such leasehold and freehold property;
 - (d) the Chargor shall collect and realise and pay into its account or accounts with the Security Agent or to such other bank account or accounts with another bank as the Security Agent shall direct (a "Collection Account") 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 thereby charged by it and upon such payment the fixed charge comprised in subclause 4.1(g) of the Debenture shall cease to apply thereto and until such payment shall hold all money so received upon trust for the Security Agent and shall not, without the prior consent of the Security Agent 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 Security Agent:
 - (i) execute a legal assignment of such book debts and other debts and claims to the Security Agent in accordance with subclause 4.8(d) of the Debenture; and/or

- (ii) deliver such particulars as to the amount and nature of such book and other debts and claims as the Security Agent 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,

and the Collection Account or Collection Accounts (as the case may be) shall be operated by the bank with which it is or they are maintained as trustee for the Security Agent;

- (e) the Chargor shall not, without the prior written consent of the Security Agent, seek to compromise, compound, discharge, postpone, release, set-off, settle or subordinate any of the book debts and other debts or claims thereby charged 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;
- (f) the Chargor shall not without the prior written consent of the Security Agent redeem or purchase any of its own shares save where the terms and conditions of shares in existence at the Debenture Date require such action to be taken or create or issue or reissue any debenture stock or loan stock which is secured;

7. Clause 8.1 of the Debenture provides that the Chargor by way of security thereby irrevocably appointed the Security Agent (whether or not a Receiver has been appointed) and the persons deriving title under the Security Agent and their substitutes and also (as a separate appointment) each Receiver appointed under the foregoing provisions jointly and also each of them severally to be its Attorney for it and in its name and on its behalf and as its act and deed or otherwise to make any alteration or addition or deletion in or to any documents (other than to alter or create any contractual relationship between any of the Charging Companies and the Security Agent) which the Security Agent may require for perfecting any Charging Company's title or for vesting any of the property thereby charged in any purchaser or for doing any other act or thing required to be done by any Charging Company thereunder and to re-deliver the same thereafter and otherwise generally to sign, execute and deliver and otherwise perfect any such legal or other mortgage, charge, security or assignment or (without executing any such mortgage, charge, security or assignment) any deed, assurance, document or act which may be required or may be deemed proper by the Receiver (whether in favour of the Security Agent or any other person and whether for the purpose of exercising any power conferred by Clauses 4, 6, 7 or 12 of the Debenture or otherwise in connection with the enforcement of the Security) or in connection with any sale, lease, disposition, realisation or getting in by the Security Agent or by any Receiver of the properties or any parts thereof or any other property or assets of the Chargor under any power applicable thereto or in connection with any other exercise of any power thereunder.

8. Clause 11.1 of the Debenture provides that during the continuance of the Security:

- (a) no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies or licences of the freehold and leasehold property thereby charged or any part thereof shall be capable of being exercised by the the Chargor (except in favour of any other Company from which the Security Agent holds a continuing guarantee and charges under the Security) without the previous consent in writing of the Security Agent, nor shall Section 93 of the Act dealing with the consolidation of mortgages apply to this Security;
- (b) the Chargor shall be entitled to part with possession (otherwise than on determination of any tenancy or licence) of any part of any freehold or leasehold property thereby charged or to share occupation thereof with any other person or persons (other than another Charging Company from which the Security Agent holds a continuing

guarantee and charges under the Security) or to surrender or purport to surrender or permit to be forfeited the lease of any leasehold property thereby charged without the consent of the Security Agent as aforesaid.

Part VII

Registered freehold and leasehold land

Name of Company	Description of Property	Title Number
Wy (Priest House) Limited	The Priest House Hotel Kings Mills Nr Castle Donington Leicestershire Registered at HM Leicester District Land Registry	LT207464 LT167627 LT116469
Wy (Brands Hatch) Limited	The Brandshatch Place Hotel and Fredericks Leisure Centre Fawkham Kent Registered at HM Tunbridge Wells District Land Registry	K517538 K546305 K474662 K511054 K512339
Wy (Nutfield Priory) Limited	Nutfield Priory Hotel and The Priory Health & Leisure Centre Nutfield Road Nutfield Redhill Surrey Registered at HM Durham District Land Registry	SY604121 SY605203 SY628455 SY630366 SY625671
Wy (Ettington Park) Limited	Ettington Park Hotel Shipston Road Ettington Stratford-upon-Avon Warwickshire Registered at HM Gloucester District Land Registry	WK300793
Wy (Mollington) Limited	The Mollington Banastre Hotel Mollington Cheshire Registered at HM Birkenhead District Land Registry	CH119883
Wy (The Haycock) Limited	The Haycock Hotel Wansford Registered at HM Peterborough District Land Registry	CB183026 CB183025 CB183027

Name of Company	Description of Property	Title Number
Wy (Woodlands Park) Limited	Woodlands Park Hotel Stoke D'Abernon Cobham Surrey Registered at HM Durham District Land Registry	SY572935 SY72513 SY656361
Wy (Wood Hall) Limited	Wood Hall Hotel Wetherby North Yorkshire Registered at HM York District Land Registry	NYK166912 WYK142788
Wy (Chilston Park) Limited		K583219 K583220
Wy (Rookery Hall) Limited		CH306098 CH234233

Part VIII

The Leases

The Sixth Supplemental Leases each to be entered into on or around 16 August 1999 between Arcadian Hotels Limited and each of the companies below in respect of the property set opposite such company:

Wy (Rookery Hall) (Limited	Rookery Hall Farm, Worleston, Cheshire and Rookery Hall, Worleston, Cheshire
Wy (Nutfield Priory) Limited	The Nuttfield Priory Hotel, Redhill, Surrey
Wy (The Haycock) Limited	The Haycock Hotel, Wansford, Peterborough, Cambridgeshire
Wy (Brands Hatch) Limited	The Brands Hatch Place Hotel, Brands Hatch Road, Fawkham, Kent
Wy (Woodland Park) Limited	The Woodlands Park Hotel, Woodlands Lane, Stoke D'Abernon, Cobham, Surrey
Wy (Wood Hall) Limited	The Wood Hall Estate, Wetherby, North Yorkshire and 7 Poplar Avenue, Wetherby, West Yorkshire
Wy (Priest House) Limited	The Priest House Hotel, Kings Mill, Castle Donington, Leicestershire
Wy (Mollington) Limited	The Mollington Banastre Hotel, Parkgate Road, Chester

Wy (Chilston Park) Limited	The Chilston Park Hotel, Maidstone, Kent
Tillian Limited	The Haycock Hotel, Wansford, Peterborough, Cambridgeshire
Wy L'Horizon Limited	Hotel L'Horizon, Jersey
Ettington Park Group Limited	The Ettington Park Hotel, Warwickshire

Part IX

The Sale Contracts

The various separate contracts for the sale and transfer of the properties the subject of the Leases each dated 11 August 1999 and made between each the Hotel Companies referred to in Part I of this Schedule V and, inter alia, Arcadian Hotels (UK) Limited, Mollington Banastre Hotel Limited, Chilston Park Limited, Tillian Limited, and Ettington Park Group Limited.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03819475

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 12th AUGUST 1999 AND CREATED BY WY (ROOKERY HALL) LIMITED FOR SECURING IN FAVOUR OF THE ROYAL BANK OF SCOTLAND PLC (THE "SECURITY AGENT") (a) ALL MONEY AND LIABILITIES AT THE DEBENTURE DATE OR ON THE FUTURE DUE, OWING OR INCURRED IN WHATEVER MANNER BY THE COMPANY TO THE AGENT, THE SECURITY AGENT OR THE BANKS; AND (b) ALL MONEY AND LIABILITIES AT THE DEBENTURE DATE OR ON THE FUTURE DUE, OWING OR INCURRED IN WHATEVER MANNER BY EACH OTHER COMPANY TO THE AGENT, THE SECURITY AGENT OR THE BANKS, EXCEPT ANY MONEY OR LIABILITIES DUE, OWING OR INCURRED BY ANY OTHER COMPANY AS GUARANTOR FOR THE COMPANY WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th AUGUST 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th AUGUST 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



COMPANIES HOUSE

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