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COMPANIES FORM No. 395

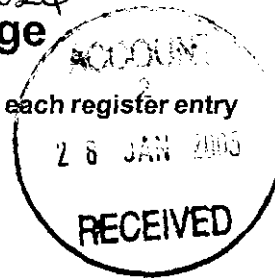
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395

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.

Pursuant to section 395 of the Companies Act 1985



Please do not
write in
this margin

CHFP025

To the Registrar of Companies

For official use

Company Number

5314294

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

Name of company

PARAMOUNT HOTELS (DAVENTRY) LIMITED (the "Company")

*Insert full name of
company

Date of creation of the charge

✓ 14 January 2004 ⁵

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

⁵ Debenture dated 14 January 2004 and made between the Company and Anglo Irish Bank Corporation plc as security trustee for itself and the other Beneficiaries (the "Security Agent") (the "Debenture").

Amount secured by the mortgage or charge

¹⁰ All money and liabilities as at the date of the Debenture or thereafter due, owing or incurred to the Beneficiaries (or any of them) by any Obligor under the Transaction Documents (or any of them) and under the Debenture in whatsoever manner in any currency or currencies whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety together with all interest accruing thereon and costs, charges and expenses incurred in connection therewith (the "Secured Obligations").

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

¹ Anglo Irish Bank Corporation plc as security trustee for itself and the other Beneficiaries.
10 Old Jewry
London

Postcode EC2R 8DN

Presentors name address and
reference (if any):

ADDLESHAW GODDARD
150 ALDERSGATE STREET
LONDON
EC1A 4EJ

SLS/MASSH/307031-7915

For official use
Mortgage Section



Time critical reference

Short particulars of all the property mortgaged or charged

Please see Annex 1 to this form 395.

Particulars as to commission allowance or discount (note 3)

Nil

Signed Addleshaw Goddard Date 28/01/2005

On behalf of mortgagee/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 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 made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

FORM 395

Paramount Hotels (Daventry) Limited

Company Number 5314294

ANNEX 1

SHORT PARTICULARS OF ALL PROPERTY MORTGAGED OR CHARGED

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1
95

1 Fixed charges

As a continuing security for the payment of the Secured Obligations the Company has charged in favour of the Security Agent (for the benefit of itself and the other Beneficiaries) with full title guarantee the following assets, both present and future, from time to time owned by the Company or in which the Company is from time to time interested:

- (a) by way of first legal mortgage all the freehold and leasehold property specified in Annex 2 to this form 395 together with all buildings and fixtures (including trade fixtures) at any time thereon; ✓
- (b) by way of first legal mortgage all other freehold and leasehold property (if any) wherever situated together with all buildings and fixtures (including trade fixtures) at any time thereon;
- (c) by way of first fixed charge all other interests (not being charged by Clauses 3.1(a) or 3.1(b) of the Debenture as detailed in paragraph 1(a) and 1(b) of Annex 1 to this form 395) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
- (d) by way of first fixed charge all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating to the same; ✓
- (e) by way of first fixed charge all the Subsidiary Shares together with all Distribution Rights from time to time accruing thereto;
- (f) by way of first fixed charge all Investments together with all Distribution Rights from time to time accruing thereto;
- (g) by way of first fixed charge all rights and interests of the Company in and claims under the Insurances or to which the Company is otherwise entitled in respect thereof;
- (h) by way of first fixed charge all book and other debts, revenues and monetary claims of the Company and all rights and claims of the Company against third parties and against any security in respect of such debts, revenues or claims; ✓
- (i) by way of first fixed charge all monies from time to time standing to the credit of any Security Account (other than the General Account or the Unused Capex Account);

- (j) by way of first fixed charge all Intellectual Property owned by the Company and subject to third party proprietary rights, all Intellectual Property used by the Company;
- (k) by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by the Company in connection with its business or the use of any of its assets;
- (l) by way of first fixed charge all the goodwill and uncalled capital of the Company; and ✓
- (m) the benefit, to the extent vested in it, of all building contracts, professionals' appointments, guarantees, valuations, surveys, reports, warranties (including, without limitation, all collateral warranties relating to the construction, design or maintenance of the Charged Property) and representations given or made by any building contractors, professional advisers or any other person in relation to any Charged Property, including all rights and remedies available to it against such persons and all rights and remedies assigned to it by the seller of the Charged Property.

2 Floating charge

As further continuing security for the payment of the Secured Obligations the Company has charged with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Beneficiaries) by way of first floating charge all its assets (including, without limitation, each Operating Account, the General Account, the Capex Account, the Unused Capex Account and the balances from time to time standing to the credit thereof) and undertaking whatsoever and wheresoever both present and future not effectively charged by way of first fixed charge pursuant to the provisions of Clause 3.1 of the Debenture (as detailed in paragraph 1 of Annex 1 of this form 395) or assigned pursuant to the provisions of Clause 3.6 of the Debenture (as detailed in paragraph 3 of Annex 1 of this form 395).

3 Assignments

As a continuing security for the payment of the Secured Obligations, the Company has assigned to the Security Agent (for the benefit of itself and the other Beneficiaries) with full title guarantee all its right title and interest in and to:

- (a) the Insurances;
- (b) the Assigned Agreements.

4 Further assurance

- (a) The Company has undertaken that it will at its own expense promptly execute such deeds, assurances, agreements, instruments and otherwise do such acts and things as the Security Agent may reasonably require for perfecting and protecting the security created (or intended to be created) by the Debenture or facilitating the realisation thereof or otherwise for enforcing the same or exercising any of the Security Agent's rights hereunder. In particular, but without limitation, each Company will:
 - (i) execute a valid legal mortgage (in such form as the Security Agent shall reasonably require) of any freehold or leasehold property now or in the future belonging to the Company which is not hereby effectively charged by way of legal mortgage;

- (ii) execute a legal assignment (in such form as the Security Agent shall reasonably require) over all or any of the debts, rights, claims and contracts hereby charged;
- (iii) execute a valid fixed charge (in such form as the Security Agent shall reasonably require) over any asset the subject of the floating charge hereunder;
- (iv) otherwise execute all transfers, conveyances, assignments and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Security Agent may think expedient.

5 Negative pledge and disposal restrictions

Except to the extent permitted by the Facility Agreement, during the continuance of the security created by the Debenture, the Company has agreed that it will not, without the prior consent in writing of the Security Agent:

- (a) create or agree or attempt to create or permit to subsist (in favour of any person other than the Security Agent) any Security Interest over the whole or any part of the Charged Property save for any Permitted Security; or
- (b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of or cease to exercise direct control over all or any part of the Charged Property or any interest therein (other than assets the subject of the floating charge only on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same or agree or attempt to do so, save as set out in paragraphs (a) to (h) of Clause 20.11 of the Facility Agreement; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property.

6 Qualifying floating charge

The Debenture contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 3.2 of the Debenture (as detailed in paragraph 2 of Annex 1 to this form 395).

7 Definitions

The following expressions shall have the following meanings when used in this form 395:

"Additional Guarantor" means a person which becomes a Guarantor in accordance with Clause 23.2 of the Facility Agreement.

"Advance" means:

- (a) when designated **"Tranche A"**, the principal amount of a borrowing under the Facility Agreement from the Tranche A Commitments or the principal amount of such borrowing outstanding from time to time; and

- (b) when designated "**Tranche B**", the principal amount of a borrowing under the Facility Agreement from the Tranche B Commitments or the principal amount of such borrowing outstanding from time to time,

or, without any such designation, means some or all of a Tranche A Advance or a Tranche B Advance as the context requires.

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"Arranger" means Anglo Irish Bank Corporation plc.

"Asset Transfer Agreement" means the agreement dated on or about the date of this Agreement for the sale and purchase of the business and certain assets of the Paramount group between Dawnay, Day Hotels Management Limited, Paramount Hotels Limited and others.

"Assignment of Rent" means an assignment of rent in relation to a Paramount Scottish Property entered into or to be entered into by an Obligor in favour of the Security Agent in form and substance satisfactory to the Facility Agent.

"Assigned Agreements" means the agreements listed in Annex 3 of this form 395.

"Beneficiary" means each Finance Party and the Hedging Counterparty.

"Borrower" means Dawnay Shore Hotels plc and Paramount Hotels Holdings Limited.

"Capex Account" means the account of Paramount Hotels Limited maintained with National Westminster Bank as defined in the Facility Agreement.

"Charged Property" means all the assets, property, goodwill and undertaking of the Company from time to time charged or assigned to the Security Agent pursuant to the terms of the Debenture.

"Debenture" means:

- (a) the Paramount Debenture;
- (b) the Hanover Supplemental Debenture; and
- (c) any New Supplemental Debenture.

"Distribution Rights" means all dividends, distributions and other income paid or payable on the relevant Investment or Subsidiary Share (as the case may be) together with all shares or other property derived from the relevant Investment or Subsidiary Share (as the case may be) together also with all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Subsidiary Share (whether by way of conversion, redemption, bonus preference, option or otherwise).

"Facility" means:

- (a) when designated "**Tranche A**", the term loan facility referred to in Clause 2.1(a)(i) of the Facility Agreement; and

- (b) when designated "**Tranche B**", the term loan facility referred to in Clause 2.1(a)(ii) of the Facility Agreement,

and, without any such designation, the Tranche A Facility or the Tranche B Facility as the context requires and "**Facilities**" means the Tranche A Facility and the Tranche B Facility.

"**Facility Agent**" means Anglo Irish Bank Corporation plc.

"**Facility Agreement**" means the facility agreement dated 11 July 2004 between Dawnay Shore Hotels Plc and Paramount Hotels Holdings Limited as borrowers, Dawnay Shore Hotels Plc and others as original guarantors and Anglo Irish Bank Corporation plc as Arranger, Facility Agent, Security Agent, Original Lender and Hedging Counterparty as amended and restated on 16 December 2004.

"**Fee Letter**" means:

- (a) the letter dated on or about the date of the Facility Agreement from the Facility Agent and the Arranger to the Parent in relation to:
- (i) the agency fee referred to in Clause 11.1 of the Facility Agreement; and
 - (ii) the arrangement fee referred to in Clause 11.2 of the Facility Agreement; and
 - (iii) any letter supplementing the foregoing (and whether referred to in a Transaction Schedule or otherwise).

"**Finance Documents**" means the Facility Agreement, each Subordination Deed, the Fee Letter, each Transfer Certificate, the Syndication Letter, each Security Document, any Transaction Schedule and any other document designated a "Finance Document" by the Facility Agent and the Parent.

"**Finance Party**" means each Lender, the Facility Agent, the Security Agent and the Arranger.

"**General Account**" means the account so defined in Clause 12.1(a)(i) of the Facility Agreement.

"**Guarantor**" means an Original Guarantor or an Additional Guarantor.

"**Hanover Acquisition**" means the acquisition by the Hanover Guarantors of the Hanover Properties on the terms of the Hanover Acquisition Documents.

"**Hanover Acquisition Documents**" means:

- (a) each Hanover S&P Agreement; and
- (b) any other document designated as a "**Hanover Acquisition Document**" by the Facility Agent and the Parent.

"**Hanover Debenture**" means each debenture dated 14 January 2005 entered into by a Hanover Guarantor and the Security Agent.

"**Hanover Guarantors**" means:

- (a) Paramount Hotels (Basingstoke) Limited;

- (b) the Company; and
- (c) Paramount Hotels (Hinckley) Limited.

"Hanover Daventry S&P Agreement" means the sale and purchase agreement dated 16 December 2004 between Paramount Hotels (Daventry) Limited as purchaser and Hanover International Hotels Limited as vendor of the hotel premises known as Hanover International Hotels and Club, Drayton Way, Daventry, Northamptonshire and the hotel business as a going concern of Hanover International Hotels Management (Daventry) Limited.

"Hanover Property" means each property detailed in Annex 4 of this form 395 and, where the context so requires, any buildings, fixtures, fittings, fixed plant or machinery from time to time forming part of or situated on each such property.

"Hanover S&P Agreement" means the Hanover Daventry S&P Agreement.

"Hanover Security Documents" means:

- (a) each Hanover Debenture
- (b) the Hanover Supplemental Debenture;
- (c) the Hotel Management Direct Agreement;
- (d) the Portfolio Management Direct Agreement;
- (e) any other document creating or expressed to create any guarantee or Security in favour of the Security Agent in respect of the applicable obligations of any Obligor under any of the Transaction Documents; and
- (f) any other document designated a "Hanover Security Document" by the Facility Agent (or the Security Agent) and the Parent.

"Hanover Supplemental Debenture" means a debenture being supplemental to the Paramount Debenture entered into or to be entered into by the Parent and the Security Agent in relation to the Hanover Acquisition.

"Hedging Agreement" means any swap, collar, option or similar contract entered or to be entered into between one or more Borrowers and the Hedging Counterparty for the purpose of hedging the Borrowers' interest rate liabilities in respect of the Advances.

"Hedging Counterparty" means Anglo Irish Bank Corporation plc.

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"Hotel Management Agreement" means the hotel management agreement dated 11 July 2004 between Dawnay, Day Hotel Management Limited, Dawnay Shore Hotels plc and others as entered into by the Company pursuant to a deed of adherence between the Company and other parties and the original parties to the hotel management agreement dated 14 January 2004.

"Hotel Management Direct Agreement" means the hotels management direct deed between Dawnay, Day Hotel Management Limited, the Parent and others dated on or about the date of this Agreement.

"Initial Subordination Deed" means the subordination deed of on or about the date of the Facility Agreement between the Parent, DSH (Finance) plc and the Security Agent.

"Insurance" means any contract or policy of insurance taken out and/or maintained by any Obligor (or in which any Obligor has an interest).

"Intellectual Property" means patents, registered designs, trade marks and service marks (whether registered or not and including applications for any of the foregoing), copyrights, design right, business or trade names, domain names, rights in and to software including source codes, rights in and to Technical Information and other confidential information, trade secrets and know-how, database rights and all other intellectual property rights of whatever nature subsisting in any part of the world.

"Investment" means any negotiable instrument, certificate of deposit, debenture, share or other investment (as defined in Part II of Schedule 2 of the Financial Services and Markets Act 2001 (as amended from time to time) and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (as amended from time to time)).

"Lender" means:

- (a) the Original Lender; and
- (b) each person which has become a Lender in accordance with Clause 22 of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement.

"New Supplemental Debenture" means, in relation to any New Transaction, the Security Documents specified as such in the relevant Transaction Schedule.

"New Transaction" means, in relation to any New Transaction, the transactions comprising the increase in the facilities and related acquisition of properties or companies so specified in the relevant Transaction Schedule.

"Obligor" means a Borrower or a Guarantor.

"Operating Account" means the accounts so defined in Clause 12.1(b) of the Facility Agreement.

"Original Lender" means Anglo Irish Bank Corporation plc.

"Original Obligor" means a Borrower or an Original Guarantor.

"Original Guarantor" means Paramount Hotels Group Limited, Paramount Hotels Investments Limited, Paramount Hotels Holdings Limited, Paramount Hotels Limited, Paramount Hotels Services Limited, Old Ship Hotel (Brighton) Limited, Scottish Highland Hotels Limited, Stirling Highland Hotels Limited, Carlton Hotel (Edinburgh) Limited and Dawnay Shore Hotels plc.

"Paramount Debenture" means the Debenture dated 12 July 2004 entered into by the Parent, the Original Obligors and the Security Agent.

"Paramount Scottish Property" means a property listed in Part II of Schedule 6 of the Facility Agreement and, where the context so requires, any buildings, fixtures, fittings, fixed plant or machinery from time to time forming part of or situated on such property.

"Paramount Security Documents" means:

- (a) the Paramount Debenture;
- (b) the Hotel Management Direct Agreement;
- (c) the Portfolio Management Direct Agreement;
- (d) each Standard Security;
- (e) each Assignment of Rent;
- (f) each Scottish Share Charge;
- (g) each Scottish Floating Charge;
- (h) any other document creating or expressed to create any guarantee or Security in favour of the Security Agent in respect of the applicable obligations of any Obligor under any of the Transaction Documents; and
- (i) any other document designated a "Paramount Security Document" by the Facility Agent (or the Security Agent) and the Parent.

"Parent" means Dawnay Shore Hotels plc.

"Party" means a party to the Facility Agreement and includes its successors in title, permitted assigns and permitted transferees.

"Permitted Security" means any Security created or permitted to subsist by an Obligor pursuant to the Transaction Documents.

"Portfolio Management Direct Agreement" means the portfolio management subordination deed dated on or about the date hereof between the Parent, the Security Agent, Shore Capital Limited, Peter Klimt, Guy Naggar and others.

"Reserve Account" means the account so defined in Clause 12.1(a)(ii) of the Facility Agreement.

"Scottish Floating Charge" means a Scots law floating charge document entered into or to be entered into by the relevant Obligor(s) in favour of the Security Agent.

"Scottish Share Charge" means a Scots law share pledge document relating to certain Obligor shares entered into or to be entered into by the relevant Obligor(s) in favour of the Security Agent.

"Security" means a mortgage, standard security, charge, pledge, hypothecation, assignment, assignation, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Account" means:

- (a) the General Account;
- (b) the Reserve Account;
- (c) the Unused Capex Account; and
- (d) any other account (other than, for the avoidance of doubt, the Operating Accounts) opened by the Facility Agent or the Security Agent from time to time for the purposes of any Finance Document.

"Security Documents" means:

- (a) the Paramount Security Documents;
- (b) the Hanover Security Documents;
- (c) any other document creating or expressed to create any Security in favour of the Security Agent in respect of the applicable obligations of any Obligor under any of the Transaction Documents; and
- (d) any other document designated a "Security Document" by the Facility Agent (or the Security Agent) and the Parent (whether in a Transaction Schedule or otherwise).

"Security Interest" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Standard Security" means a standard security entered into or to be entered into by the relevant Obligor in respect of a Paramount Scottish Property in favour of the Security Agent.

"Subordination Deed" means:

- (a) the Portfolio Management Direct Agreement;
- (b) the Initial Subordination Deed; and
- (c) any subordination deed, in form and substance satisfactory to the Facility Agent, entered into or to be entered into (for the purpose of compliance by the Parent and any applicable Affiliate of the Parent with their respective obligations under the Transaction Documents, including those under Clause 20.12(c) of the Facility Agreement) by the Parent, any applicable Affiliate of the Parent and the Security Agent.

"Subsidiary" means:

- (a) a subsidiary within the meaning of section 736 of the Companies Act 1985; and
- (b) a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

"Subsidiary Shares" means all shares owned by the Company in its Subsidiaries incorporated in England and Wales from time to time.

"Syndication Letter" means the letter from the Arranger to the Parent dated on or about the date of the Facility Agreement concerning syndication matters relating to the Facilities.

"Technical Information" means all designs, specifications, data sheets, calculations, methods, techniques, processes, discoveries, recipes, formulations, inventions, performance data and other technical data and information relating to the sale, use and maintenance of services offered by an Obligor.

"Tranche A Commitment" means:

- (a) in relation to the Original Lender, £205,095,000 and the amount of any other Tranche A Commitment transferred to it hereunder;
- (b) in relation to any Lender, any further Tranche A Commitment assumed by a Lender as specified in any Transaction Schedule; and
- (c) in relation to any Lender, the amount of any Tranche A Commitment transferred to it hereunder,

to the extent not cancelled, reduced or transferred by it hereunder.

"Tranche B Commitment" means:

- (a) in relation to the Original Lender, £17,520,092 and the amount of any other Tranche B Commitment transferred to it hereunder;
- (b) in relation to any Lender, any further Tranche B Commitment assumed by a Lender as specified in any Transaction Schedule; and
- (c) in relation to any Lender, the amount of any Tranche B Commitment transferred to it hereunder,

to the extent not cancelled, reduced or transferred by it hereunder.

"Transaction Documents" means the Finance Documents and the Hedging Agreements.

"Transaction Schedule" means a schedule substantially in the form agreed by the Parent and the Facility Agent and as specified in Schedule 10 of the Facility Agreement duly completed and executed or to be executed by the Parent, each Obligor, each Lender and the Facility Agent.

"Transfer Certificate" means a certificate substantially in the form set out in Schedule 4 of the Facility Agreement or any other form agreed between the Facility Agent and the Parent.

"Unused Capex Account" means the account so defined in Clause 12(a)(iii) of the Facility Agreement.

FORM 395

Paramount Hotels (Daventry) Limited

Company Number 5314294

ANNEX 2

DETAILS OF PROPERTIES

| No. | Description of Property | Registered Proprietor | Title Number | Freehold/Leasehold |
|-----|--|-------------------------------------|----------------------------------|----------------------|
| 1 | Hanover International Hotel, Drayton Way, Daventry, Northamptonshire N11 5SG | Paramount Hotels (Daventry) Limited | NN141549 NN140114 NN147598 | Freehold (Leasehold) |

FORM 395

Paramount Hotels (Daventry) Limited

Company Number 5314294

ANNEX 3

THE ASSIGNED AGREEMENTS

Hanover S&P Agreement

Hotel Management Agreement

FORM 395**Paramount Hotels (Daventry) Limited****Company Number 5314294****ANNEX 4****HANOVER PROPERTIES**

| Paragraph no. | Description | Registered proprietor | Title number | Freehold/leasehold |
|----------------------|--|--------------------------------------|---------------------------------|---------------------------|
| 1. | Hanover International Hotel, Drayton Way, Daventry, Northamptonshire N11 5SG | Hanover International Hotels Limited | NN141549, NN140114 and NN147598 | Freehold/Leasehold |
| 2. | Hanover International Hotel and Club, Natley Scures, Hook, Basingstoke, Hampshire RG27 9JS | Hanover International Hotels Limited | HP343129, HP413162 and HP321873 | Freehold |
| 3. | Hanover International Hotel and Club Hinckley, Watling Street, Hinckley, Leicestershire LE10 3JA | Hanover International Hotels Limited | LT218080 | Freehold |

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05314294

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 14th JANUARY 2005 AND CREATED BY PARAMOUNT HOTELS (DAVENTRY) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO THE BENEFICIARIES (OR ANY OF THEM) ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th JANUARY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd FEBRUARY 2005.

p. a



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES