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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £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

122

02979146

Name of company

* Geronimo Inns Limited

Date of creation of the charge

7 July 2009

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

Guarantee and Debenture

Amount secured by the mortgage or charge

Please see attached Rider A.

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

Penta Capital LLP (registered number S0302035) having its registered office
at 150 St. Vincent Street, Glasgow in its capacity as security trustee for
the Secured Parties (as defined in attached Rider A).

Postcode G2 5NE

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

Dickson Minto W.S.
16 Charlotte Square
Edinburgh
EH2 4DF

P073.056. guarantee 2C

Time critical reference

For official Use (06/2005)
Mortgage Section

SATURDAY



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COMPANIES HOUSE

91

Short particulars of all the property mortgaged or charged

Please see attached Rider B.

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed Dickson Mento

Date 17 July 2009

On behalf of ~~XXXXXXXX~~ [mortgagee/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 situated in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 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

GERONIMO INNS LIMITED

(Registered Number 02979146)

RIDER A - FORM 395 - GUARANTEE AND DEBENTURE

Amount secured by the mortgage or charge

The liabilities of the Obligors to the Secured Parties (or any of them) under or pursuant to the Finance Documents.

Where:-

"Company"	Geronimo Inns Limited, a company incorporated under the laws of England and Wales with registered number 02979146 and having its registered office at 21 Alma Road, Wandsworth, London SW18 7AA;
"Facility Agreement"	means the facility agreement originally dated 24 November 2006 between, among others, the Parent as original borrower and the Lender as amended and restated by amendment and restatement agreements dated 24 April 2008, 12 June 2008 and 7 July 2009 between, among others, the Parent as original borrower and the Lender;
"Finance Documents"	means the Junior 15% Loan Note Instrument and any other document that may be entered into by a member of the Group in relation to the Junior 15% Loan Note Instrument;
"Group"	means the Parent and its Subsidiaries for the time being and "Group Company" means any one of them;
"Junior 15% Loan Note Instrument"	means the instrument of the Parent dated 7 July 2009 constituting £2,000,000 secured loan notes of £1.00 each as amended from time to time;
"Lender"	means Barclays Bank PLC;
"Obligors"	means the Obligors as defined in the Facility Agreement;
"Parent"	means Geronimo Group Limited, a company incorporated under the laws of

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England and Wales with registered number 5844533 having its registered office at 15 Fetter Lane, London EC4A 1JP;

"Secured Parties"

means the Security Trustee and each of the persons listed in schedule 1A to the Guarantee and Debenture;

"Security Trustee"

means Penta Capital LLP, a limited liability partnership incorporated under the laws of Scotland with registered number SO302035 having its registered office at 150 St. Vincent Street, Glasgow G2 5NE in its capacity as security trustee for the Secured Parties; and

"Subsidiaries"

means the Subsidiaries as defined in the Facility Agreement.

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GERONIMO INNS LIMITED**(Registered Number 02979146)****RIDER B - FORM 395 - GUARANTEE AND DEBENTURE****Short particulars of all the property mortgaged or charged**

1. The Company charges by way of legal mortgage its interest in the Land referred to opposite its name in Schedule 2 to the Guarantee and Debenture (*Land charged by way of legal mortgage*).
2. The Company charges by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land.
3. The Company mortgages or (if or to the extent that the Guarantee and Debenture does not take effect as a mortgage) charges by way of fixed charge:
 - (a) all Shares; and
 - (b) all related Distribution Rights.
4. The Company mortgages or (if and to the extent that the Guarantee and Debenture does not take effect as a mortgage) charges by way of fixed charge:
 - (a) all Investments; and
 - (b) all related Distribution Rights,including those held for it by any nominee.
5. The Company charges by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 4.1 of the Guarantee and Debenture (*Land*).
6. The Company charges by way of fixed charge:
 - (a) all Book Debts; and
 - (b) all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts.
7. The Company charges by way of fixed charge:
 - (a) all Non Trading Debts; and
 - (b) all benefits, rights and Security held in respect of, or to secure the payment of, the Non Trading Debts.
8. The Company charges by way of fixed charge all amounts standing to the credit of each Proceeds Account. Regardless of the terms on which moneys are credited to each Proceeds Account in the name of the Company held with

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the Lender, no amount standing to the credit of that account will be or accrue due or payable to the Company until:

- (a) the Secured Liabilities have been paid and discharged in full; and
- (b) neither the Security Trustee nor any of the other Secured Parties is under any obligation to make any loans available to any Chargor,

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

9. The Company charges by way of fixed charge:
 - (a) all Intellectual Property Rights;
 - (b) its goodwill;
 - (c) its uncalled capital; and
 - (d) the benefit of all Authorisations held by it in relation to any Security Asset.
10. The Company assigns absolutely all its rights and interests under the Assigned Agreements to which it is party.
11. The Company assigns absolutely or (if and to the extent that the assignment is not effective) charges by way of fixed charge all amounts from time to time standing to the credit of each account held with a party, other than the Security Trustee, in its name or to which it is beneficially entitled.
12. The Company assigns absolutely all its rights and interests in the Insurances.
13. Save to the extent that any such agreement prohibits charging, the Company charges by way of fixed charge all its rights under any agreement to which it is a party other than the Assigned Agreements which are effectively assigned by Clause 4.12 of the Guarantee and Debenture (*Assigned Agreements*).
14. The Company charges by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under Clause 4 of the Guarantee and Debenture.
15. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Guarantee and Debenture.

Where:-

" Acquisition Documents"

means the Acquisition Documents as defined in the Facility Agreement;

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"Act"	means the Law of Property Act 1925;
"Assigned Agreements"	means: <ul style="list-style-type: none"> (a) the Hedging Agreements; (b) the Lease Documents; (c) the Acquisition Documents; (d) the Existing Investment Agreement; and (e) the New Investment Agreement;
"Authorisations"	means Authorisations as defined in the Facility Agreement;
"Book Debts"	means, in relation to a Chargor, all its book debts arising in the ordinary course of trading;
"Chargor"	means each Original Chargor and each company which grants Security over its assets in favour of the Security Trustee by executing a Security Accession Deed in accordance with Clause 22 of the Guarantee and Debenture (<i>Additional Chargors</i>);
"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;
"Equipment"	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;
"Excluded Shares"	means any shares held by a Chargor in the capital of Geronimo Inns VCT I Limited (6799735) and Geronimo Inns

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	VCT II Limited (6800194);
"Existing Investment Agreement"	means the agreement dated on 24 November 2006 and made between, inter alia, the Parent and Penta Capital Partners Limited;
"Hedging Agreements"	means the Hedging Agreements as defined in the Facility Agreement;
"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 (including, without limitation, the Keyman Policies);
"Intellectual Property Rights"	means: <ul style="list-style-type: none"> (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 or Excluded Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations);
"Keyman Policies"	means the Keyman Policies as defined in

	the Facility Agreement;
"Land"	has the same meaning as it has in section 205(1) of the Act;
"Lease Documents"	means the Lease Documents as defined in the Facility Agreement;
"New Investment Agreement"	means the agreement dated 7 July 2009 and made between, inter alia, the Parent and Penta Capital LLP;
"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 (<i>Accounts held with the Security Trustee</i>) and Clause 3.13 (<i>Accounts held with third parties</i>) of the Guarantee and Debenture;
"Original Chargors"	means the Parent, Wigwam Holdings Limited (registered number 03301523), Geronimo Inns Limited (registered number 02979146) and Geronimo Airports Limited (registered number 05237033);
"Proceeds Account"	means the Proceeds Account as defined in the Facility Agreement;
"Regulations"	means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and "Regulation" means any of them;
"Secured Liabilities"	means the amount secured by the Guarantee and Debenture more particularly described in Rider A;
"Security"	means the Security as defined in the Facility Agreement;
"Security Accession Deed"	means a deed executed by a Group Company substantially in the form set out in Schedule 8 (<i>Form of Security Accession Deed</i>) to the Guarantee and Debenture, with those amendments which the Security Trustee may approve or reasonably require;

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"Security Assets"

means, in relation to a Chargor, all of its assets which are the subject of any Security created or to be created by the Guarantee and Debenture; and

"Shares"

means all shares held by a Chargor in its Subsidiaries other than the Excluded Shares.

Terms defined in Rider A shall have the same meaning in this Rider B.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2979146
CHARGE NO. 22**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 7 JULY 2009 AND CREATED BY GERONIMO INNS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE OBLIGORS TO THE SECURED PARTIES (OR
ANY OF THEM) 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 18 JULY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 JULY 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES