

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

118

3948742

Name of company

* MARSTON HOTELS HOLDINGS LIMITED (THE "COMPANY")

Date of creation of the charge

13 NOVEMBER 2006

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

A THIRD COMPOSITE GUARANTEE AND DEBENTURE DATED 13 NOVEMBER 2006 MADE BETWEEN (1) THE COMPANIES LISTED THEREIN AS ORIGINAL CHARGING COMPANIES AND (2) ALCHEMY PARTNERS NOMINEES LIMITED AS THE SECURITY TRUSTEE (THE "DEBENTURE").

Amount secured by the mortgage or charge

AS SPECIFIED IN PART II OF THE ATTACHED SCHEDULE.

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

ALCHEMY PARTNERS NOMINEES LIMITED (THE "SECURITY TRUSTEE") OF PO BOX 255,
TRAFALGAR COURT, LES BANQUES, ST PETER PORT, GUERNSEY

Postcode GY1 3OL

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

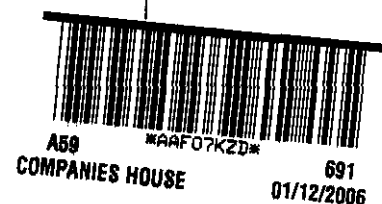
Macfarlanes
10 Norwich Street
London
EC4A 1BD

WXS/596628/3155374

Time critical reference

For official Use (02/00)
Mortgage Section

| Post room



AS SPECIFIED IN PART III OF THE ATTACHED SCHEDULE TOGETHER WITH THE RESTRICTIONS SET OUT IN PART IV OF THE ATTACHED SCHEDULE.

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

M. J. J. J.

Date

30/6/06

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [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

SCHEDULE

To the form 395 (the "Form 395") in respect of a third composite guarantee and debenture (the "Debenture") dated 13 November 2006 and made between Marston Hotels Holdings Limited (the "Company") and others and Alchemy Partners Nominees Limited (the "Security Trustee").

Part I Definitions

In this Schedule to the Form 395 the following words and expressions shall have the meanings respectively set out against them below:-

Additional Charging Company: means a person which becomes a Charging Company by executing a Deed of Accession;

Charged Property: means all the assets for the time being subject to the security interests created by the Debenture (and references to the Charged Property include references to any part of it);

Charging Company: means an Original Charging Company and an Additional Charging Company;

Debts: means all book debts, other debts, receivables and liabilities of any kind whatsoever at the date of the Debenture or at any time thereafter (and from time to time) due, owing or payable to any Charging Company, including the benefit of any judgement or order to pay a sum of money, and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same and all bills of exchange, promissory notes and other negotiable instruments for the time being owned or held by any Charging Company;

Deed of Accession: means a deed substantially in the form appearing as schedule 3 to the Debenture;

Designated Accounts: means the bank accounts details of which are set out in schedule 1 of the Debenture;

Encumbrance: means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, hypothecation or any other type of security interest or encumbrance or agreement or arrangement having the effect of conferring security;

Equipment: means all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time hereafter (and from time to time) owned by any Charging Company, and any part thereof, together with all spare parts, replacements, modifications and additions thereto;

Facility Agreement: means the facility agreement originally dated 16 February 2005 between, inter alios, Anglo Irish Bank Corporation Plc as lender, QHotels Group Limited as parent, QHotels Limited as borrower and the subsidiaries of QHotels Group Limited (including the Company) listed therein as original guarantors;

Finance Documents: means the Loan Note Instruments, the Debenture and any other document designated as a Finance Document by the Charging Companies and the Security Trustee;

Guarantee: means in relation to a Guarantor, the obligations of that Guarantor pursuant to Clause 2.1.2 of the Debenture including the obligations of that Guarantor arising by virtue of Clauses 2.2 and 19 of the Debenture;

a Guarantor: means a Charging Company to the extent only that it covenants by virtue of its Guarantee to pay or discharge Secured Liabilities due, owing or incurred to the Security Trustee from or by any Principal Debtor other than itself;

Insurance Policies: means all insurance policies relating to any of the Charged Property to which policies a Charging Company is entitled to possession;

Intercreditor Deed: means the intercreditor deed originally dated 16 February 2005 between, inter alios, QHotels Group Limited, the Security Trustee, Anglo Irish Bank Corporation plc and the parties listed therein as guarantors;

Loan Notes: means any loan notes, PIK notes, deep discounted bonds, loan stock or other debt issued by a Charging Company to Alchemy Partners (Guernsey) Limited and/or the Security Trustee on or after the date of the Debenture and for the avoidance of doubt and for the purposes of sections 151-158 of the Companies Act 1985 shall not include any discounted secured loan notes issued by QHotels Limited to Alchemy Partners (Guernsey) Limited prior to the date of the Debenture;

Loan Note Instruments: means any loan note instrument constituting Loan Notes;

Noteholders: means the holders from time to time of the Loan Notes;

Original Charging Company: means a company listed in Schedule 1 of the Debenture (including the Company);

Permitted Encumbrance: means any Encumbrance created under or permitted by the Facility Agreements;

Principal Debtor: means: (a) any Charging Company and (b) any future subsidiary of the Company, in each case to the extent only that it owes or incurs any Secured Liabilities to the Security Trustee and /or Noteholders;

Properties: means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties at the date of the Debenture or at any time thereafter (and from time to time) owned by any Charging Company or in which any Charging Company owns an interest (including (but not limited to) the properties which are briefly described in the Annexure) and "Property" means any of them;

Secured Liabilities: means all present and future moneys, obligations and liabilities owed by any Principal Debtor to the Noteholders, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever under or in connection with the Finance Documents and (for the avoidance of doubt) such monies, obligations and liabilities include all those which may arise pursuant to Clause 18.3.2 of the

Debenture (and references to the Secured Liabilities include references to any of them) in each case except for any monies obligations or liabilities which, if they were so included, would result in an infringement of Section 151 of the Companies Act 1985; and

Securities: means all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) at the date of the Debenture or at any time thereafter (and from time to time) owned (at law or in equity) by any Charging Company, together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof.

Part II

Amount secured by the Charge

- 1 The Company as primary obligor covenanted with the Security Trustee that it will:
 - 1.1 on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Security Trustee (as agent and trustee for the Noteholders); and
 - 1.2 unconditionally guaranteed that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by any other Principal Debtor to the Security Trustee (as agent and trustee for the Noteholders) (except any Secured Liabilities owing or incurred by such other Principal Debtor as Guarantor for the Company),

in each case when the same become due whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Security Trustee in relation to any such Secured Liabilities or generally in respect of the Charging Companies.

Part III

Particulars of Property Charged

As a continuing security for the payment or discharge of the Secured Liabilities, the Company with full title guarantee under the Debenture:-

- 1.1 charged to the Security Trustee, by way of legal mortgage, all Properties;
- 1.2 charged to the Security Trustee, by way of fixed charge, the Securities;
- 1.3 charged to the Security Trustee, by way of fixed charge:-
 - 1.3.1 all Properties acquired by it after the date of the Debenture;
 - 1.3.2 all its present and future interests not effectively mortgaged or charged under the provisions of Clause 3 of the Debenture in or over freehold or leasehold property;

- 1.3.3 all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties;
- 1.3.4 all its present and future goodwill and all its uncalled capital for the time being;
- 1.3.5 the Equipment;
- 1.3.6 the Debts; and
- 1.3.7 all monies from time to time standing to the credit of its accounts including its Designated Accounts with any bank, financial institution or other person;
- 1.4 assigned to the Security Trustee by way of fixed mortgage all of its right, title and interest in and to any present or future policies of insurances or assurance (including, without limitation, any insurances relating to the Properties or the Equipment) and any claims and recoveries thereunder;
- 1.5 assigned to the Security Trustee, to the extent the same are assignable:
 - 1.5.1 the benefit of any agreements to which it is party and the benefit of any guarantee or security for the performance of such agreements;
 - 1.5.2 the benefit of all licences, consents and authorisations held by it and the right to recover or receive any sum of money pursuant to them; and
- 1.6 charged to the Security Trustee, by way of floating charge, all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to Clauses 3.1.1 to 3.1.5 of the Debenture inclusive (as referred to in Paragraphs 1.1 to 1.5 of this Schedule above).

Part IV

Restrictions

- 1 The Debenture is subject to the Intercreditor Deed.
- 2 Any leasehold property held by the Company under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) the Company from creating any charge over its leasehold interest in that property (each an "Excluded Property") is excluded from the charge created by Clause 3.1 of the Debenture (*Charging clause*) and from the operation of Clause 4.2 of the Debenture (*HMLR disposal restriction*) until the relevant condition or waiver has been satisfied or obtained in accordance with the Debenture.
- 3 The Company covenanted with the Security Trustee that the Company will not at any time, except with the previous written consent of the Security Trustee:-
 - 3.1 create or purport to create or permit to subsist any Encumbrance on or in relation to the Charged Property other than created under the Debenture or a Permitted Encumbrance;
 - 3.1.1 sell, assign, transfer, lease, licence, share occupation of, part with possession of or otherwise dispose of (or purport to sell, assign, transfer, lease, licence, share occupation of, part with possession or otherwise dispose of) all or any part of the Charged Property or of the equity of redemption of any such Charged Property or

any interest in any such Charged Property, except as permitted by the Facility Agreements or (in the case of Charged Property charged by way of floating charge) in the ordinary course of its business and for the purpose of carrying on that business; or

- 3.1.2 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.
- 4 In respect of any Property or any part of or interest in any Property title to which is registered at H.M. Land Registry, the Company agreed to:-
 - 4.1 promptly apply to H.M. Land Registry to register the fixed charge created under Clause 3.1 of the Debenture and notice of all other security constituted by or pursuant to the Debenture;
 - 4.2 promptly submit to H.M. Land Registry the duly completed Form RX1 requesting a restriction in the form specified by the Security Trustee to be entered on the register of the title to that Property in respect of the fixed charge created under Clause 3.1 of the Debenture; and
 - 4.3 promptly pay all appropriate registration fees,

or, if the Security Trustee gives notice to the Company that the Security Trustee will submit the relevant forms to H.M. Land Registry, the Company agreed to promptly provide the Security Trustee with all duly completed forms reasonably requested by the Security Trustee and all appropriate registration fees.
- 5 On completion of the registration of any security constituted by or pursuant to the Debenture in accordance with Clause 4.2 of the Debenture (as referred to in Paragraph 4 of this Schedule), the Company agreed to promptly supply to the Security Trustee a certified copy of the title information document issued by H.M. Land Registry.
- 6 The Company covenanted (subject to any restriction on the application of such proceeds contained in the Debenture):
 - 6.1 to not except with the prior written consent of the Security Trustee release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Debts unless expressly provided.
 - 6.2 after the security constituted by the Debenture becomes enforceable (by virtue of Clause 11 of the Debenture (Enforcement) or otherwise), to comply with any notice served by the Security Trustee on the Company prohibiting the Company from withdrawing all or any monies from time to time standing to the credit of all of its accounts (including its Designated Accounts) with any bank, financial institution or other person, except with the prior written consent of the Security Trustee; and
 - 6.3 if called upon so to do by the Security Trustee, to execute a legal assignment of the Debts to the Security Trustee (as trustee for the Noteholders) in such terms as the Security Trustee may require and to give notice thereof to the debtors from whom the Debts are due, owing or incurred.
- 7 The Debenture provides that the Company shall at its own cost execute such other legal or other mortgages, charges or transfers in favour of the Security

Trustee as the Security Trustee may from time to time require over all or any part of the Charged Property, further to secure the payment of the Secured Liabilities.

- 8 Pursuant to the Debenture the Company agreed to various other covenants and restrictions relating to its conduct and dealings in relation to the Debts, the Properties, the Equipment, the Intellectual Property and the Securities.

ANNEXURE

The leasehold property known as The Queens Hotel, City Square, Leeds LS1 1PL and registered at HM Land Registry with title number WYK 316711

The freehold property known as Le Meridien Warwick, Kenilworth Road, Warwick CV8 2LD and registered at HM Land Registry with title number WK 283205

The freehold property known as East and West Spinneys, Wooton Hill, Wooton and registered at HM Land Registry with title number WK 380830

The freehold property known as the Midland Hotel, Lower Mosley Street, Manchester registered at HM Land Registry with title number LA21577

The freehold land and buildings known as: Hanover International Hotel & Club, Stretton Road, Stretton, Warrington, registered with absolute freehold title under title number CH340902; Field View, Sparkhall Close, Stretton, Warrington, registered with absolute freehold title under title number CH254861; Northview, Stretton Road, Stretton, Warrington, registered with absolute freehold title under title number CH272703; land on the south side of Northwich Road, Warrington, registered with absolute freehold title under title number CH331567; land on the south side of Stretton Road, Stretton, Warrington, registered with absolute freehold title under title number CH406425; 1 Beech Cottages, Stretton Road, Warrington, registered with absolute freehold title under title number CH415160; 2 Beech Cottages, Stretton Road, Warrington, registered with absolute freehold title under title number CH255254; 3 Beech Cottages, Stretton Road, Warrington, registered with absolute freehold title under title number CH364457; 4 Beech Cottages, Stretton Road, Warrington, registered with absolute freehold title under title number CH332917; and 5 Beech Cottages, Stretton Road, Warrington, registered with good leasehold title under title under CH151324.

All that freehold property known a Norton Manor, Norton, SO21 3ND registered at HM Land Registry with the title absolute under title numbers HP577176 and HP650408.

All that freehold property known as Briggate Lodge, Brigg, DN20 0AQ registered at HM Land Registry with the title absolute under title number HS147553.

All that freehold property known as Manby Wood Golf Club, Ermine Street, Broughton registered at HM Land Registry with the title absolute under title number HS241239.

All that freehold property lying to the west and east of Home Beat Drive, Manby Woodlands, Broughton registered at HM Land Registry with the title absolute under title number HS296732.

All that freehold property known as Manby Woodlands, Appleby Lane, Broughton, North Lincolnshire registered at the Land Registry with the title absolute being part of title number HS240653.

The freehold property known as Cheltenham & Gloucester Moat House, Shurdington Road, Gloucester, GL3 4PB registered at the Land Registry with the title absolute under title number GR 143876.

All that freehold property known as the Ashford International Hotel, Simone Weil Avenue, Ashford, Kent, TN24 8YN registered at the Land Registry with the title absolute under title number K647058.

All that freehold and leasehold property known as the Aldwark Manor Hotel, Aldwark registered at HM Land Registry under freehold title numbers NYK122375, NYK90041, NYK71225, NYK83484, NYK92442, NYK148380, NYK234396 and NYK 240246 and leasehold title numbers NYK318092 and NYK323067.

All that freehold and leasehold property known as the Bridgewood Manor Hotel, Chatham, Kent registered at HM Land Registry under freehold title numbers K653107, K700887, K804549, K648515, K820379 and K709527 and leasehold title number K897127.

All that freehold and leasehold property known as the Centrecourt Hotel, Basingstoke registered at HM Land Registry under freehold title number HP613187 and leasehold title numbers HP668921 and HP435017.

All that leasehold property known as the Cambridge Belfry Hotel, Back Lane, Cambourne, Cambridge registered at HM Land Registry under title numbers CB288015 and CB288016.

All that freehold and leasehold property known as the Crewe Hall and land and buildings adjoining Crewe Hall, Weston Road, Crewe registered at HM Land Registry under freehold title numbers CH423740 and CH463066 and leasehold title numbers CH545610 and CH423742.

All that freehold property known as 167 Walthall Street, Crewe registered at HM Land Registry under title number CH240801.

All that freehold and leasehold property known as the Hellidon Lakes Hotel and Gold Club, Hellidon, Northants registered at HM Land Registry under freehold title numbers HN13427, NN135437, NN138227, NN142825, WK332794 and WK333961 and leasehold title numbers NN261334 and NN264887.

All that freehold and leasehold property known as the Imperial Hotel, Hythe registered at HM Land Registry under freehold title number K799217 and leasehold title number K897128.

All that leasehold property known as the Nottingham Belfry Hotel, Nottingham Business Park, Woodhouse Way, Nottingham registered at HM Land Registry under title number NT392098.

All that freehold and leasehold property known as the Oxford Belfry, London Road, Milton Common, Tiddington, Oxon registered at HM Land Registry under freehold title numbers ON72748, ON198733, ON201262 and ON210270 and leasehold title numbers ON261672 and ON264314.

All that freehold and leasehold property known as the Stratford Manor Hotel, (Windmill Hill), Stratford-upon-Avon registered at HM Land Registry under freehold title numbers WK331178 and WK309919 and leasehold title number WK427222.

All that freehold and leasehold property known as the Tankersley Manor Hotel, Tankersley, South Yorkshire registered at HM Land Registry under freehold title number SYK291424 and leasehold title number SYK515164.

All that freehold property known as 35A and 35B Ormonde Road, Hythe registered at HM Land Registry under title number K103832.

All that freehold property known as 128 Stade Street, Hythe, Kent registered at HM Land Registry under title number K620632.

All that freehold property known as 130 Stade Street, Hythe, Kent registered at HM Land Registry under title number K852644.

All that freehold property known as 8, Arthur Road, Hythe, Kent registered at HM Land Registry under title number K553515.

All that freehold property known as Arthur Road, Hythe, Kent registered at HM Land under title number K208788.

All that freehold property known as Land South of Pluckley Road, Hothfield, Ashford, Kent (Marston Wood) registered at HM Land Registry under title numbers K685239 and K685240.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03948742

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A THIRD COMPOSITE GUARANTEE AND DEBENTURE DATED THE 13th NOVEMBER 2006 AND CREATED BY MARSTON HOTELS HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY PRINCIPAL DEBTOR TO THE NOTEHOLDERS 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 1st DECEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th DECEMBER 2006.

13/12/06



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES