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CHFP025

COMPANIES FORM No. 395

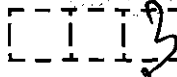
Particulars of a mortgage or charge

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

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

For official use Company number



3399021

Name of company

* ABERYSTWYTH PARK LODGE LIMITED ("the Company")

Date of creation of the charge

24 July 2001

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

Debenture

Amount secured by the mortgage or charge

All monies and liabilities now or at any time in the future due, owing or incurred by the Company to the Bank of Scotland ("the Bank").

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

Bank of Scotland
The Mound
Edinburgh

Postcode EH1 1YZ

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

Eversheds
Fitzalan House
Fitzalan Road
Cardiff
CF24 0EE

1/PDV/AB/270-2

Time critical reference

For official Use
Mortgage Section

Post room



PUB
COMPANIES HOUSE

0067
27/07/01

The Debenture charges:-

(i) by way of legal mortgage all freehold and leasehold property at the date of the Debenture vested in the Company (including without limitation the property/ies specified in the Schedule to the original Debenture dated 28 July 1999 between the Bank of Wales and the Aberystwyth Park Lodge Limited) together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;

(ii) by way of fixed charge all freehold and leasehold property vested in the Company at any time in the future during the continuance of the security together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;

(iii) by way of fixed charge all stocks, shares or other securities now or at any time during the continuance of the security belonging to the Company or any of its subsidiary companies (within the meaning of Section 736 of the Companies Act 1985) or any other company;

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this margin

Please complete
legibly, preferably
in black type, or
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lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date 24 July 2001

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

A fee of £10 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 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

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHFP025

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Company Number

3399021

Name of Company

ABERYSTWYTH PARK LODGE LIMITED ("the Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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(iv) by way of fixed charge all book debts and other debts at the date of the Debenture or from time to time due or owing to the Company and all monetary claims of whatsoever nature of the Company against third parties;

(v) by way of fixed charge the benefit of all insurance policies and all rights and monies payable thereunder including the right to prosecute in the name of the Company any claims thereunder;

(vi) by way of fixed charge all plant and machinery at the date of the Debenture or at any time thereafter owned by the Company;

(vii) by way of fixed charge the benefit of all guarantees warranties and other agreements given or made by, and any rights or remedies to which the Company at the date of the Debenture is or at any time thereafter be entitled against, all or any professional advisers and contractors in relation to any of the legally mortgaged property or the equitably charged property and the manufacturers suppliers installers of the plant and machinery and all fixtures fittings equipment tools or other items at the date of the Debenture or at any time thereafter owned by the Company and any other person under contract with or under a duty to the Company including (without limitation) the right to prosecute in the name of the Company any proceedings against any such person in respect of any act omission neglect default breach of contract or breach of duty whether relating to the design construction inspection or supervision of the construction of any of the said buildings or the equality or fitness for use or purpose of such plant machinery fixtures fittings and other items or otherwise and the benefit of all sums recovered in any proceedings against all or any of such persons;

(viii) by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;

(ix) by way of fixed charge all patents (including applications, improvements, extensions and rights to apply thereof), trademarks, service marks, trading names, brand names, copyrights, inventions, confidential information, trade secrets, computer software programs and systems and any other intellectual property rights (including the benefit of any licences or consents relating to any of the above) and all fees and royalties or other right derived therefrom or incidental thereto to any part of the world; and

(x) by way of floating charge all its undertaking and all its other property, assets and rights whatsoever and wheresoever present and future (save and except the property and assets effectively charged by way of fixed charge or legal mortgage under the Debenture).

The Company covenants with the Bank that it will not without the prior written consent of the Bank sell, transfer, assign or otherwise dispose of any of the property or assets charged by way of legal mortgage or fixed charge nor create or permit to subsist any mortgage, charge, debenture or other security over such property and assets other than in favour of the Bank.

With reference to the assets subject to the floating charge:

(i) the Company shall not be at liberty without the prior consent in writing of the Bank to:-

(a) create any mortgage, debenture, charge or other security or permit any lien to arise; or

(b) sell the whole or except in the ordinary course of business any part of such assets,

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHFP025

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Company Number

3399021

Name of Company

ABERYSTWYTH PARK LODGE LIMITED ("the Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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(ii) the Bank may by notice in writing to the Company convert the floating charge into a fixed charge as regards any property or assets specified in the notice.

The floating charge contained in clause (x) thereof shall become fixed upon the happening of any event that causes any other floating charge given by the Company to become fixed.

The Company covenants with the Bank to pay into the Company's account with the Bank all moneys which it may receive in respect of the book and other debts and other rights, interests and claims charged pursuant to clause (iv) thereof shall not without the prior written consent of the Bank in writing sell, factor, discount, mortgage, charge or assign the same in favour of any other person who shall if called upon to do so by the Bank execute a legal assignment of such book debts and other debts to the Bank.

The debenture contains a prohibition on the creation of any mortgages, charges or other securities ranking in priority or pari passu with the security created by the debenture and provides in relation to the assets charged by way of floating charge the Company may only dispose of such assets in the ordinary course of business and for full value.

The debenture contains a requirement that the proceeds of all Bank and other debts are paid by the Company into its account with the Bank.

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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. 03399021

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 24th JULY 2001 AND CREATED BY ABERYSTWYTH PARK LODGE LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th JULY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st AUGUST 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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