

# MG01

## Particulars of a mortgage or charge



151771/65

**A fee is payable with this form.**

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



**What this form is for**

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



**What this form is NOT for**

You cannot use this form particulars of a charge for company. To do this, please use form MG01s

FRIDAY



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\*A6VX9UV6\*

10/06/2011

COMPANIES HOUSE

57

150

1

### Company details

Company number

0 2 2 5 6 0 8 4

Company name in full

The Manor House Hotel (Castle Combe) Limited (the "Chargor")

→ Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

2

### Date of creation of charge

Date of creation

d0 d1 m0 m6 y2 y0 y1 y1 /

3

### Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Charge Over Shares (the "Deed")

4

### Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any present or future Obligor to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document and all monies covenanted to be paid under the Deed, and each Ancillary Borrower to the Ancillary Lenders (or any of them) under or pursuant to any Ancillary Document and all monies covenanted to be paid under the Deed, (the "Secured Obligations")

(see continuation page)

#### Continuation page

Please use a continuation page if you need to enter more details

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## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

#### Continuation page

Please use a continuation page if you need to enter more details

Name The Royal Bank of Scotland PLC (the "Security Agent")

Address 9th Floor, 280 Bishopsgate

London

Postcode E C 2 M 4 R B

Name

Address

Postcode

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Continuation page

Please use a continuation page if you need to enter more details

Short particulars

#### 1. NATURE OF SECURITY

All Security and dispositions created or made by or pursuant to the Deed are created or made

(a) in favour of the Security Agent,

(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and

(c) as continuing security for payment of the Secured Obligations

#### 2. GRANT OF SECURITY

The Chargor charges and agrees to charge by way of first fixed charge all of its present and future right, title and interest in and to

(a) all the Charged Securities which are at any time owned by the Chargor or in which the Chargor from time to time has an interest, together with

(b) all present and future Related Rights from time to time accruing to those Charged Securities

#### 3. CONTINUING SECURITY

##### 3.1 Continuing security

The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period

(see continuation page)

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## Particulars of a mortgage or charge

4	<b>Amount secured</b>
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p><b>NOTE</b></p> <p><b>In this Form:</b></p> <p><b>"Account"</b> means each of</p> <p style="padding-left: 40px;">(a) the Mandatory Prepayment Account, and</p> <p style="padding-left: 40px;">(b) the Holding Account,</p> <p>(each as defined in the Facility Agreement),</p> <p><b>"Affiliate"</b> means, in relation to any person, a Subsidiary (as defined in the Facility Agreement) of that person or a Holding Company (as defined in the Facility Agreement) of that person or any other Subsidiary of that Holding Company,</p> <p><b>"Ancillary Borrowers"</b> means each of South Lodge Limited (registered in England and Wales with company number 01844415), Fanhams Hall Hotel Limited (registered in England and Wales with company number 05500642), Exclusive Hotels (London) Limited (registered in England and Wales with company number 02254293) and Exclusive Hotel Management Limited (registered in England and Wales with company number 06795344) and <b>"Ancillary Borrower"</b> means any of them,</p> <p><b>Ancillary Debt</b> means the aggregate amount from time to time outstanding of all monies, obligations and liabilities (whether actual or contingent) due, owing or incurred by any Ancillary Borrower to any Ancillary Lender under any Ancillary Document, and all costs, charges and expenses due, owing or incurred under any Ancillary Document,</p> <p><b>"Ancillary Documents"</b> means any facility or other agreement entered into or to be entered into between any Ancillary Borrower and an Ancillary Lender for providing ancillary banking facilities including (without limitation) overdrafts, accounts, letter of credit, guarantees, bonding, documentary or stand by letters of credit facilities, short term loan facilities, derivatives facilities, foreign exchange facilities and any other accommodation required in connection with the business of the Ancillary Borrowers,</p> <p><b>"Ancillary Lender"</b> means National Westminster Bank plc or any other entity which has become a party to the Intercreditor Deed as an Ancillary Lender,</p> <p><b>"Borrower"</b> means</p> <p style="padding-left: 40px;">(i) South Lodge Limited (with registration number 01844415),</p> <p style="padding-left: 40px;">(ii) Fanhams Hall Hotel Limited (with registration number 05500642),</p> <p style="padding-left: 40px;">(iii) Exclusive Hotels (London) Limited (with registration number 02254293)</p> <p><b>"Charged Investments"</b> means</p> <p style="padding-left: 40px;">(a) the Charged Securities, and</p>

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## Particulars of a mortgage or charge

4	Amount secured	
Amount secured	Please give us details of the amount secured by the mortgage or charge	
	<p>(b) all present and future Related Rights accruing to all or any of the Charged Securities,</p> <p><b>"Charged Securities"</b> means</p> <p>(a) the shares specified in the schedule (<i>Details of Charged Securities</i>) hereto in the share capital of an Obligor, and</p> <p>(b) any other stocks, shares, debentures, bonds or other securities of an Obligor now or in future owned legally or beneficially by the Chargor, held by any nominee, trustee or fiduciary on its behalf or in which the Chargor has an interest at any time,</p> <p><b>"Delegate"</b> means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver under or pursuant to the Deed,</p> <p><b>"Facility"</b> means Facility A, Facility B or Facility C (each as defined in the Facility Agreement),</p> <p><b>"Facility Agreement"</b> means the facility agreement dated 19 May 2011 and made between (1) the companies listed in part 1 schedule 1 to it (as Borrowers), (2) the companies listed in part 2 schedule 1 to it (as Guarantors), (3) National Westminster Bank plc acting through The Royal Bank of Scotland plc (as Lender) and (4) The Royal Bank of Scotland plc (as Security Agent) as amended and/or restated from time to time,</p> <p><b>"Finance Document"</b> means</p> <p>(a) the Facility Agreement,</p> <p>(b) any Compliance Certificate (as defined in the Facility Agreement),</p> <p>(c) any Hedging Agreement or Hedging Letter,</p> <p>(d) any Transaction Security Document,</p> <p>(e) any Utilisation Request (as defined in the Facility Agreement), and</p> <p>(f) any other document designated as a <i>"Finance Document"</i> by the Lender and the Obligor's Agent,</p> <p><b>"Guarantor"</b> means</p> <p>(i) South Lodge Limited (with registration number 01844415),</p> <p>(ii) Fanhams Hall Hotel Limited (with registration number 05500642),</p> <p>(iii) Exclusive Hotels (London) Limited (with registration number 02254293),</p> <p>(iv) Exclusive Hotel Management Limited (with registration number 06795344)</p> <p><b>"Hedge Counterparty"</b> means the Lender or an Affiliate of the Lender or any other entity approved by the Lender which is or has become a party to the Intercreditor Deed as a Hedge Counterparty in accordance with the provisions of the Intercreditor Deed,</p> <p><b>"Hedging Agreement"</b> means any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into by any Borrower and a Hedge Counterparty for</p>	

the purpose of hedging the types of liabilities and/or risks in relation to the Facilities which, at the

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## Particulars of a mortgage or charge

4	Amount secured	
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Amount secured	<p>time that the master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Hedging Letter requires to be hedged,</p> <p><b>"Hedging Letter"</b> means each letter dated on or before the date of this Agreement and made between the Lender and a Borrower or the Obligor's Agent on its behalf describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Borrowers of, and in relation to, the Facilities,</p> <p><b>"Intercreditor Deed"</b> means the deed or deeds entered into between, amongst others, the Obligors, the Hedge Counterparty, the Lender and any person having a charge or other security over any assets to be charged by any Transaction Security Document and anyone who has made a loan to an Obligor,</p> <p><b>"Lender"</b> means The Royal Bank of Scotland plc,</p> <p><b>"Obligor"</b> means a Borrower or a Guarantor,</p> <p><b>"Obligor's Agent"</b> means South Lodge Limited, appointed to act on behalf of each Obligor in relation to the Finance Documents pursuant to clause 2.1 (<i>Obligors' Agent</i>) of the Facility Agreement,</p> <p><b>"Party"</b> means a party to the Deed,</p> <p><b>"Property"</b> means</p> <p>(i) The Royal Berkshire Hotel, London Road, Sunninghill, Ascot, registered at the Land Registry under title number SL5 0PP BK104407,</p> <p>(ii) South Lodge Hotel, Brighton Road, Lower Beeding, Horsham, registered at the Land Registry under title number WSX331265,</p> <p>(iii) Fanhams Hall, Fanhams Hall Road, Ware, registered at the Land Registry under title number HD207638 and HD265521</p> <p><b>"Receiver"</b> means any receiver or receiver and manager or administrative receiver appointed by the Security Agent under the Deed,</p> <p><b>"Related Rights"</b> means, in relation to any Charged Security</p> <p>(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and</p> <p>(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p><b>"Secured Parties"</b> means</p> <p>(a) each Finance Party (as defined in the Facility Agreement),</p> <p>(b) each Ancillary Lender,</p>	

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## Particulars of a mortgage or charge

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### Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

(c) any Receiver,

(d) any Delegate,

**"Security"** 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,

**"the Security"** means the Security created or evidenced by or pursuant to the Deed,

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed,

**"Security Period"** means the period beginning on the date of the Deed and ending on the date on which

(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and

(b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents or the Ancillary Documents,

**"Transaction Security Document"** means

(a) a first and only fixed legal charge over the Property and each and every part of it including matters falling within paragraphs (a) to (d) of the definition of **"Real Property"** in the Facility Agreement,

(b) a first and only debenture containing fixed and floating charges over all the assets and undertaking of each Obligor,

(c) a first and only charge over each Account,

(d) a first and only third party Security over all the shares of the Obligors, and

(e) any other document designated as such by the Obligors' Agent and the Lender,

### SCHEDULE: DETAILS OF CHARGED SECURITIES

Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
South Lodge Limited	Ordinary	2,000,000	£2,000,000 00
Fanham's Hall Hotel Limited	Ordinary	2,000,000	£2,000,000 00
Exclusive Hotels (London) Limited	Ordinary	2,000,000	£2,000,000 00
Exclusive Hotel Management Limited	Ordinary	250,000	£250,000 00

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### Particulars of a mortgage or charge

#### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### 3.2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which any Secured Party may at any time hold for any Secured Obligation

#### 3.3 Right to enforce

The Deed may be enforced against the Chargor without any Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it

#### 4. UNDERTAKINGS BY THE CHARGOR

The Chargor shall not do or agree to do any of the following without the prior written consent of the Security Agent

- (a) create or permit to subsist any Security over any Security Asset except as created by the Deed, or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset, or
- (c) take or permit the taking of any action which may result in
  - (i) the rights attaching to any Charged Investment being altered, or
  - (ii) further shares in an Obligor being issued

#### 5. FURTHER ASSURANCES

##### 5.1 Further action

The Chargor shall at its own expense, immediately do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for

- (a) creating, perfecting or protecting the Security intended to be created by the Deed,
- (b) facilitating the realisation of any Security Asset,
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents, the Ancillary Documents or by law

This includes

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (i) the re-execution of the Deed,
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee, and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient

### 5.2 Finance Documents and Ancillary Documents

The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Deed

### 5.3 Specific security

Without prejudice to the generality of clause 5 1 (*Further action*) above, the Chargor will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed

## 6. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any Delegate to be its attorney to take any action which the Chargor is obliged to take under the Deed, including under clause 5 (*Further assurances*) above. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 6

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## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

NIL

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X *DHA Pinner UK Ltd*

X

This form must be signed by a person with an interest in the registration of the charge

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Ana Aller Ref 68860/120550

Company name DLA Piper UK LLP

Address

Post town

County/Region

Postcode

E

C

2

V

7

E

E

Country

DX DX 33866 Finsbury Square

Telephone 08700 111 111



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

#### For companies registered in England and Wales:

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland:

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 2256084  
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE OVER SHARES DATED 1  
JUNE 2011 AND CREATED BY THE MANOR HOUSE HOTEL  
(CASTLE COMBE) LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM ANY PRESENT OR FUTURE  
OBLIGOR TO THE ROYAL BANK OF SCOTLAND PLC  
(SECURITY AGENT) AND/OR THE OTHER SECURED PARTIES  
(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 25 OF THE COMPANIES ACT  
2006 ON THE 10 JUNE 2011

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JUNE 2011**



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES