

MG01

Particulars of a mortgage or charge



104631/13

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
form MG01s

MONDAY

COMPANIES HOUSE



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06/12/2010

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1

Company details

Company number

0 2 6 9 5 9 2 1

Company name in full

De Vere Village Hotels Limited (formerly known as De
Vere Hotels (Management) Limited) (the "Company")

For official use



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

d2 d2 m1 m1 y2 y0 y1 y0

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

A security accession deed dated 22 March 2010 ("Security Accession Deed")
and made between, among others, the Company and Bank of Scotland plc (the
"Security Agent")

4

Amount secured

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

Amount secured

Under the Security Accession Deed, each new Chargor
(as primary obligor and not merely as surety)
covenanted with the Security Agent that it would
pay or discharge the Secured Sums at the times and
in the manner provided in the relevant Finance
Documents

Unless otherwise specified, capitalised terms used
in this form MG01 have the meaning given to them in
the definitions section set out in the continuation
sheets to section 6 of this form MG01

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	Bank of Scotland plc (registered no SC327000)
Address	The Mound, Edinburgh
	Scotland
Postcode	E H 1 1 Y Z
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	<p>1 Assignments: Under the Security Accession Deed, each Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigned absolutely to the Security Agent:</p> <p>(a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies,</p> <p>(b) all its rights, title and interest from time to time in respect of the Hedging Agreements,</p> <p>(c) all its rights, title and interest from time to time in respect of any intra-Group loans, and</p> <p>(d) all its rights, title and interest from time to time in respect of the Management Agreement,</p> <p>(the "Assignments")</p> <p>2 Fixed Security: Under the Security Accession Deed, each Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Agent.</p> <p>(a) by way of legal mortgage, other than the Excluded Properties and the Consent Properties (if any), all Land in England and Wales vested in it on the date of the Security Accession Deed and registered at the Land Registry or which is subject to first registration at the Land Registry pursuant to the execution and delivery of the Debenture, in each case as described in Schedule 2 (Registered Land to be Mortgaged),</p> <p>(b) by way of legal mortgage, other than the Excluded Properties and the Consent Properties (if any), all other Land in England and Wales vested in it on the date of the Security Accession Deed and not registered at the Land Registry,</p>
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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

None

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 866)

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 870). 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

Clifford Chance

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 Bruce Gavin (70-40438101)

Company name Clifford Chance LLP

Address (via CH London Counter)

10 Upper Bank Street

Canary Wharf

Post town London

County/Region London

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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:

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

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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	<p>(c) by way of fixed charge</p> <p>(i) all other Land which at the date of the Security Accession Deed, or in the future becomes, its property (other than the Excluded Property),</p> <p>(ii) all interests and rights in or relating to Land, other than the Excluded Property, or the proceeds of sale of Land belonging to it at the date of the Security Accession Deed or in the future belonging to it,</p> <p>(iii) all plant and machinery attached to any Land at the date of the Security Accession Deed or in the future which, or an interest in which, is charged by it under the preceding provisions of this paragraph 2 of this form MG01;</p> <p>(iv) all rental and other income and all debts and claims due or owing to it at the date of the Security Accession Deed or in the future under or in connection with any lease, agreement or licence relating to Land;</p> <p>(v) all Specified Investments which are at the date of the Security Accession Deed its property, including all proceeds of sale derived from them,</p> <p>(vi) all Specified Investments in which that Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,</p> <p>(vii) all Derivative Rights of a capital nature at the date of the Security Accession Deed or in the future accruing or offered in respect of its Specified Investments,</p> <p>(viii) all Derivative Rights of an income nature at the date of the Security Accession Deed or in the future accruing or offered at any time in respect of its Specified Investments,</p> <p>(ix) where Specified Investments are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Specified Investments;</p> <p>(x) all insurance or assurance contracts or policies at the date of the Security Accession Deed or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the date of the Security Accession Deed or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Principal Deed,</p> <p>(xi) all its goodwill and uncalled capital for the time being;</p>	

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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	<p>(x11) all Specified Intellectual Property belonging to it,</p> <p>(x111) all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,</p> <p>(xiv) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,</p> <p>(xv) the benefit of all agreements and licences at the date of the Security Accession Deed or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,</p> <p>(xvi) all its rights at the date of the Security Accession Deed or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,</p> <p>(xv11) all its rights and causes of action in respect of infringement (s) (past, present or future) of the rights referred to in sub-paragraphs (c) (x11) to (xv) inclusive of this paragraph 2 of this form MG01,</p> <p>(xv111) all trade debts at the date of the Security Accession Deed or in the future owing to it,</p> <p>(x1x) all debts owing to it as described in Schedule 8 (Details of Debts Owing to a Chargor by another member of the Group which are subject to a fixed charge) of the Principal Deed,</p> <p>(xx) all other debts at the date of the Security Accession Deed or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,</p> <p>(xx1) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under the Assignments,</p> <p>(xx11) any beneficial interest, claim or entitlement it has to any pension fund at the date of the Security Accession Deed or in the future;</p> <p>(xx111) all rights, money or property accruing or payable to it at the date of the Security Accession Deed or in the future under or by virtue of a Fixed Security Asset except to the extent that</p>	

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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	<p>such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Principal Deed,</p> <p>(xxiv) all moneys at any time standing to the credit of any Holding Account and/or Mandatory Prepayment Account, and</p> <p>(xxv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them,</p> <p>(the "Fixed Charge")</p> <p>3 Creation of floating charge Under the Security Accession Deed, each Chargor, with full title guarantee, charged to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge</p> <p>(a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of the Assignments or charged by any fixed charge contained in the Fixed Charge, including any Assets comprised within a charge which is reconverted under paragraph 7 (Reconversion) of this form MG01, and</p> <p>(b) without exception, all its Assets in so far as they are for the time being situated in Scotland, but in each case so that such Chargor shall not create any Security over any such Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or taken any other step referred to in paragraph 9 (Negative pledge and other restrictions) of this form MG01 with respect to any such Asset, and such Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Senior Finance Document),</p> <p>(the "Floating Charge")</p> <p>4 Crystallisation by notice: The Floating Charge created by each Chargor may, subject to paragraph 8 (Moratorium assets) of this form MG01, be crystallised into a fixed charge by notice in writing given at any time by the Security Agent to the relevant Chargor (or to the Parent on its behalf) if:</p> <p>(a) Declared Default has occurred,</p> <p>(b) the Security Agent in good faith and acting reasonably considers that an Insolvency Default has occurred and is continuing, or</p> <p>(c) the Security Agent in good faith and acting reasonably considers</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>that any of the Assets expressed to be charged to the Security Agent by the Security Accession Deed may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or</p> <p>(d) a circumstance envisaged by sub-paragraph (a) of paragraph 5 (Automatic crystallisation) of this form MG01 occurs and the Security Agent in good faith and acting reasonably considers that such crystallisation is desirable in order to protect the priority of its security</p> <p>Such crystallisation shall take effect over the Floating Charge Assets or class of Assets specified in the notice. If no Floating Charge Assets are specified, it shall take effect over all Floating Charge Assets of the relevant Chargor</p> <p>5 Automatic crystallisation: If, without the Security Agent's prior written consent</p> <p>(a) any Chargor, in contravention of any Finance Document, resolves to take or takes any step to:</p> <ul style="list-style-type: none"> (i) charge or otherwise encumber any of its Floating Charge Assets, (ii) create a trust over any of its Floating Charge Assets; or (iii) dispose of any Floating Charge Asset (except by way of sale in the ordinary course of such Chargor's business to the extent that such disposal is not otherwise prohibited by any Finance Document), or <p>(b) any person resolves to take or takes any step to seize or sell any Floating Charge Asset pursuant to any form of legal process; or</p> <p>(c) an Insolvency Event of Default has occurred, then the Floating Charge shall, subject to paragraph 8 (Moratorium assets) of this form MG01, be automatically and instantly crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset or, in the case of paragraph (c) of this paragraph of this form MG01 into a fixed charge over all Floating Charge Assets of the Company</p> <p>6 Future floating charge assets: Except as otherwise stated in any notice given under paragraph 4 (Crystallisation by notice) of this form MG01 or unless the crystallisation relates to all its Floating Charge Assets, prospective Floating Charge Assets acquired by any Chargor after crystallisation has occurred under paragraphs 4 (Crystallisation by notice) or 5 (Automatic crystallisation) of this form MG01 shall become subject to the Floating Charge, so that the crystallisation shall be effective only as to the specific Floating Charge Assets affected by the crystallisation.</p> <p>7 Reconversion: Any charge which has crystallised under paragraphs 4 (Crystallisation by notice) or 5 (Automatic crystallisation) of this</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>form MG01 may, by notice in writing given at any time by the Security Agent to the relevant Chargor (or to the Parent on its behalf), be reconverted into a floating charge in relation to the Assets specified in such notice</p> <p>8 Moratorium assets: The Floating Charge may not be converted into a fixed charge on Assets for which a moratorium is in force if and for so long as such conversion would breach paragraph 13 in Schedule A1 of the Insolvency Act 1986</p> <p>9 Negative pledge and other restrictions: No Chargor shall, without the prior written consent of the Security Agent (and with the exception of Permitted Security)</p> <p>(a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or</p> <p>(b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so</p> <p>10 Priority:</p> <p>(a) Any fixed Security created by a Chargor and subsisting in favour of the Security Agent shall (save as the Security Agent may otherwise declare at or after the time of its creation) have priority over the floating charge created by the Floating Charge</p> <p>(b) Any Security created in the future by a Chargor (except in favour of the Security Agent) shall be expressed to be subject to the Security Accession Deed and shall rank in order of priority behind the charges created by the Security Accession Deed</p> <p>Further Assurance</p> <p>The Principal Deed (to which the Security Accession Deed is a supplemental document) contains covenants for further assurance</p> <p>Negative Pledge</p> <p>The Principal Deed (to which the Security Accession Deed is a supplemental document) contains a negative pledge</p>	

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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

Definitions

In this form MG01 (and continuation sheets)

"Agent" means Bank of Scotland plc as agent of the other Senior Finance Parties, the Issuing Bank and the Hedge Counterparty

"Arranger" means Bank of Scotland plc as mandated lead arranger under and as defined in the Senior Facilities Agreement

"Assets" means in relation to a Chargor, all its undertaking, property, assets, revenues and rights of every description, or any part of them

"Beneficiary" means each Senior Finance Party and the Senior Hedge Counterparty

"Chargor" means New Chargor

"Consent Properties" means the properties listed in the table below

Obligor	Property	Town	FH/LH	Title Number
De Vere Group Finance Limited	N/A	N/A	N/A	N/A
De Vere Wokefield Trading Limited	N/A	N/A	N/A	N/A
Belton Woods Hotel Trading Limited	N/A	N/A	N/A	N/A
Dunston Hall Hotel Trading Limited	N/A	N/A	N/A	N/A

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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

Grand Harbour Hotel Trading Limited	N/A	N/A	N/A	N/A
Oulton Hall Hotel Trading Limited	N/A	N/A	N/A	N/A
De Vere Grand Brighton Limited (formerly known as Mont Blanc Limited)	N/A	N/A	N/A	N/A
Belton Woods Hotel Limited (formerly known as Speed 8014 Limited)	N/A	N/A	N/A	N/A
Dunston Hall Hotel Limited (formerly known as Lawread Limited)	N/A	N/A	N/A	N/A
Grand Harbour Hotel (Southampton) Limited (formerly known as Premiere Inns Limited)	N/A	N/A	N/A	N/A

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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

Oulton Hall Hotel Limited (formerly known as Slaley Hall Co-ownership Club Limited)	N/A	N/A	N/A	N/A
De Vere Mottram Hall Limited (formerly known as Greenalls Leasing Limited)	N/A	N/A	N/A	N/A
De Vere University Arms Limited (formerly known as Springbrook Landscapes Limited)	N/A	N/A	N/A	N/A
De Vere Royal Bath Limited (formerly known as Royal Bath Hotel Bournemouth Limited)	N/A	N/A	N/A	N/A
De Vere Slaley Hall Limited (formerly known as Pendarves Arms, Gwithian Limited)	N/A	N/A	N/A	N/A

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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

De Vere Village Hotels Limited (formerly known as De Vere Hotels (Management) Limited)	N/A	N/A	N/A	N/A
De Vere Village Holdings No 2 Limited (formerly known as De Vere Leasing Limited)	N/A	N/A	N/A	N/A
De Vere Hotels Group Holdings Limited (formerly known as Belton Woods Resort Ownership Limited)	N/A	N/A	N/A	N/A

"Control" means

- (a) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to
 - (i) cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the company;
 - (ii) appoint or remove all, or the majority, of the directors or other equivalent officers of the company, or
 - (iii) give directions with respect to the operating and financial policies of the company with which the directors or other equivalent officers of the company are obliged to comply, or
- (b) the holding beneficially of more than 50% of the issued share capital of the company (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital)

"Debenture" means the debenture dated 8 March 2010 between, among others, the Parent and certain of its subsidiaries as chargor and the Bank of

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Short particulars

Scotland plc as Security Agent

"Declared Default" means, prior to the Senior Discharge Date, the Agent first exercising its rights under the Senior Facilities Agreement

"Deed of Accession and Charge" means a deed of accession and charge substantially in the form set out in the Debenture

"Derivative Rights" includes

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise,
- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments, and
- (c) stock, shares and securities offered in addition to or in substitution for any Investments

"Excluded Properties" means the properties set out in the table below

Obligor	Property	Town	FH/LH	Title Number
De Vere Group Finance Limited	N/A	N/A	N/A	N/A
De Vere Wokefield Trading Limited	N/A	N/A	N/A	N/A
Belton Woods Hotel Trading Limited	N/A	N/A	N/A	N/A
Dunston Hall Hotel Trading Limited	N/A	N/A	N/A	N/A

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Belton Woods Hotel Limited (formerly known as Speed 8014 Limited)	N/A	N/A	N/A	N/A
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"Finance Document" means each Senior Finance Document and each Hedging Agreement

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by the Assignments (as defined in paragraph 1 of this form MG01) or within a mortgage or fixed charge created by the Fixed Charges (as defined in paragraph 2 of this form MG01)

"Floating Charge Asset" means an asset for the time being comprised within the Floating Charge (as defined in paragraph 3 of this form MG01) but, in relation to Assets situated in Scotland and charged by paragraph 3(b) of this form MG01 only in so far as concerns the floating charge over that Asset

"Group" means the Parent and its Subsidiaries for the time being

"Hedging Agreements" has the meaning given to that term in the Intercreditor Agreement

"Holding Account" has the meaning given to that term in the Senior Facilities Agreement

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Short particulars

"**Insolvency Default**" has the meaning given to that term in the Debenture

"**Insolvency Event of Default**" the meaning given to that term in the Debenture

"**Insurance Policy**" means any contract or policy of insurance of any Chargor (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest at any time

"**Intellectual Property**" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights

"**Intercreditor Agreement**" means the intercreditor agreement dated 17 December 2007 as amended and restated on 8 March 2010 and made between, among others, the Parent, the Chargors and the Bank of Scotland plc as security agent, senior agent and senior arranger

"**Investments**" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise

"**Issuing Bank**" means Bank of Scotland plc as issuing bank under the Senior Facilities Agreement

"**Land**" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

"**Lender**" means

(a) Bank of Scotland plc, and

(b) any bank, financial institution, trust, fund or other entity which has become a party to the Senior Facilities Agreement in accordance therewith, which in each case has not ceased to be a party to the Senior Facilities Agreement in accordance therewith

"**Management Agreement**" means the management agreement dated on or around the date hereof between the Manager and the Parent.

"**Manager**" means AHGM LLP, a limited liability partnership incorporated a limited liability partnership registered in England and Wales (registered no OC352425) in its capacity as "the Manager" under and as defined in the

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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

Management Agreement, or another person approved by the Agent

"Mandatory Prepayment Account" has the meaning given to that term in the Senior Facilities Agreement

"New Chargor" means each company listed in the table below (which includes the Company) and (with effect from its accession) each other company which executes a Deed of Accession and Charge and any company which subsequently adopts the obligations of a New Chargor

Name of Chargor	Registration Number
De Vere Group Finance Limited	07430164
De Vere Wokefield Trading Limited	07430305
Belton Woods Hotel Trading Limited	07429989
Dunston Hall Hotel Trading Limited	07430002
Grand Harbour Hotel Trading Limited	07430023
Oulton Hall Hotel Trading Limited	07429930
De Vere Grand Brighton Limited (formerly known as Mont Blanc Limited)	00476640
Belton Woods Hotel Limited (formerly known as Speed 8014 Limited)	03901980
Dunston Hall Hotel Limited (formerly known as Lawread Limited)	02208921
Grand Harbour Hotel (Southampton) Limited (formerly known as Premiere Inns Limited)	02286724
Oulton Hall Hotel Limited (formerly known as Slaley Hall Co-ownership Club Limited)	02226508
De Vere Mottram Hall Limited (formerly known as Greenalls Leasing Limited)	02288402
De Vere University Arms Limited (formerly known as Springbrook Landscapes Limited)	03950676

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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De Vere Royal Bath Limited (formerly known as Royal Bath Hotel Bournemouth Limited)	00132449
De Vere Slaley Hall Limited (formerly known as Pendarves Arms, Gwithian Limited)	02353375
De Vere Village Hotels Limited (formerly known as De Vere Hotels (Management) Limited)	02695921
De Vere Village Holdings No 2 Limited (formerly known as De Vere Leasing Limited)	04108001
De Vere Hotels Group Holdings Limited (formerly known as Belton Woods Resort Ownership Limited)	03449116

"Parent" means AHG Venice Group Limited, a limited liability company incorporated in England and Wales under the 2006 Act with registered number 06798902

"Permitted Security" has the meaning given to it in the Senior Facilities Agreement

"Principal Deed" means the Debenture

"Relevant System" has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Investments

"Schedule 2 (Registered Land to be Mortgaged)" means the table set out below

Obligor	Property	Town	FH/LH	Title Number
De Vere Group Finance Limited	N/A	N/A	N/A	N/A

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

De Vere Wokefield Trading Limited	N/A	N/A	N/A	N/A
Belton Woods Hotel Trading Limited	N/A	N/A	N/A	N/A
Dunston Hall Hotel Trading Limited	N/A	N/A	N/A	N/A
Grand Harbour Hotel Trading Limited	N/A	N/A	N/A	N/A
Oulton Hall Hotel Trading Limited	N/A	N/A	N/A	N/A
De Vere Grand Brighton Limited (formerly known as Mont Blanc Limited)	N/A	N/A	N/A	N/A
Belton Woods Hotel Limited (formerly known as Speed 8014 Limited)	N/A	N/A	N/A	N/A

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

Dunston Hall Hotel Limited (formerly known as Lawread Limited)	N/A	N/A	N/A	N/A
Grand Harbour Hotel (Southampton) Limited (formerly known as Premiere Inns Limited)	N/A	N/A	N/A	N/A
Oulton Hall Hotel Limited (formerly known as Slaley Hall Co-ownership Club Limited)	N/A	N/A	N/A	N/A
De Vere Mottram Hall Limited (formerly known as Greenalls Leasing Limited)	N/A	N/A	N/A	N/A
De Vere University Arms Limited (formerly known as Springbrook Landscapes Limited)	N/A	N/A	N/A	N/A
De Vere Royal Bath Limited (formerly known as Royal Bath Hotel Bournemouth Limited)	N/A	N/A	N/A	N/A

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

De Vere Slaley Hall Limited (formerly known as Pendarves Arms, Gwithian Limited)	N/A	N/A	N/A	N/A
De Vere Village Hotels Limited (formerly known as De Vere Hotels (Management) Limited)	N/A	N/A	N/A	N/A
De Vere Village Holdings No 2 Limited (formerly known as De Vere Leasing Limited)	N/A	N/A	N/A	N/A
De Vere Hotels Group Holdings Limited (formerly known as Belton Woods Resort Ownership Limited)	N/A	N/A	N/A	N/A

"Schedule 8 (Details of Debts Owning to a Chargor by another member of the Group which are subject to a fixed charge)" means the table set out below

CREDITOR	DEBTOR	AMOUNT - £'000
De Vere Group Finance Limited	N/A	N/A
De Vere Wokefield Trading Limited	N/A	N/A

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Short particulars

Belton Woods Hotel Trading Limited	N/A	N/A
Dunston Hall Hotel Trading Limited	N/A	N/A
Grand Harbour Hotel Trading Limited	N/A	N/A
Oulton Hall Hotel Trading Limited	N/A	N/A
De Vere Grand Brighton Limited (formerly known as Mont Blanc Limited)	N/A	N/A
Belton Woods Hotel Limited (formerly known as Speed 8014 Limited)	N/A	N/A
Dunston Hall Hotel Limited (formerly known as Lawread Limited)	N/A	N/A
Grand Harbour Hotel (Southampton) Limited (formerly known as Premiere Inns Limited)	N/A	N/A
Oulton Hall Hotel Limited (formerly known as Slaley Hall Co-ownership Club Limited)	N/A	N/A
De Vere Mottram Hall Limited (formerly known as Greenalls Leasing Limited)	N/A	N/A

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6 Short particulars of all the property mortgaged or charged

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Short particulars

De Vere University Arms Limited (formerly known as Springbrook Landscapes Limited)	N/A	N/A
De Vere Royal Bath Limited (formerly known as Royal Bath Hotel Bournemouth Limited)	N/A	N/A
De Vere Slaley Hall Limited (formerly known as Pendarves Arms, Gwithian Limited)	N/A	N/A
De Vere Village Hotels Limited (formerly known as De Vere Hotels (Management) Limited)	N/A	N/A
De Vere Village Holdings No 2 Limited (formerly known as De Vere Leasing Limited)	N/A	N/A
De Vere Hotels Group Holdings Limited (formerly known as Belton Woods Resort Ownership Limited)	N/A	N/A

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to all or any of the Beneficiaries under each or any of the Finance Documents (including, for the avoidance of doubt, any obligations and liabilities which arise as a result of the Reorganisation (as defined in the Senior Facilities Agreement)), in each case together with

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any

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Short particulars

Finance Document, and

- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

"Security" has the meaning given to it under the Senior Facilities Agreement

"Senior Discharge Date" has the meaning given to that term in the Intercreditor Agreement

"Senior Facilities Agreement" means the facilities agreement dated 17 December 2007 as amended and restated on 24 October 2008 and as further amended and restated on 8 March 2010 between, among others, the Parent as parent and borrower, the Chargors as obligors and the Bank of Scotland plc as arranger, original lender, agent, security agent and in certain other capacities

"Senior Finance Document" means the Senior Facilities Agreement, any fee letter, any accession letter, the transaction security documents (including the Debenture), the Intercreditor Agreement, any selection notice, any compliance certificate, any utilisation request and any other document designated as such by the Security Agent and the Parent

"Senior Finance Party" means the Agent, the Security Agent, the Arranger and the Lenders

"Senior Hedge Counterparty" means Bank of Scotland plc (acting through its Treasury Division) and any person (other than a Group company) which becomes a Senior Hedge Counterparty under the Intercreditor Agreement

"Specified Intellectual Property" means the Intellectual Property listed in the table below

Proprietor	TM Number	Territory	Status	Mark Text	Classes	Filing Date
De Vere Group Finance Limited	N/A	N/A	N/A	N/A	N/A	N/A
De Vere Wokefield Trading Limited	N/A	N/A	N/A	N/A	N/A	N/A

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6 Short particulars of all the property mortgaged or charged

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Short particulars

Belton Woods Hotel Trading Limited	N/A	N/A	N/A	N/A	N/A	N/A
Dunston Hall Hotel Trading Limited	N/A	N/A	N/A	N/A	N/A	N/A
Grand Harbour Hotel Trading Limited	N/A	N/A	N/A	N/A	N/A	N/A
Oulton Hall Hotel Trading Limited	N/A	N/A	N/A	N/A	N/A	N/A
De Vere Grand Brighton Limited (formerly known as Mont Blanc Limited)	N/A	N/A	N/A	N/A	N/A	N/A
Belton Woods Hotel Limited (formerly known as Speed 8014 Limited)	N/A	N/A	N/A	N/A	N/A	N/A

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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

Dunston Hall Hotel Limited (formerl y known as Lawread Limited)	N/A	N/A	N/A	N/A	N/A	N/A
Grand Harbour Hotel (Southam pton) Limited (formerl y known as Premiere Inns Limited)	N/A	N/A	N/A	N/A	N/A	N/A
Oulton Hall Hotel Limited (formerl y known as Slaley Hall Co- ownershi p Club Limited)	N/A	N/A	N/A	N/A	N/A	N/A
De Vere Mottram Hall Limited (formerl y known as Greenall s Leasing Limited)	N/A	N/A	N/A	N/A	N/A	N/A

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

De Vere Universi ty Arms Limited (formerl y known as Springbr ook Landscap es Limited)	N/A	N/A	N/A	N/A	N/A	N/A
De Vere Royal Bath Limited (formerl y known as Royal Bath Hotel Bournemo uth Limited)	N/A	N/A	N/A	N/A	N/A	N/A
De Vere Slaley Hall Limited (formerl y known as Pendarve s Arms, Gwithian Limited)	N/A	N/A	N/A	N/A	N/A	N/A
De Vere Village Hotels Limited (formerl y known as De Vere Hotels (Managem ent) Limited)	N/A	N/A	N/A	N/A	N/A	N/A

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Short particulars

De Vere Village Holdings No 2 Limited (formerl y known as De Vere Leasing Limited)	N/A	N/A	N/A	N/A	N/A	N/A
De Vere Hotels Group Holdings Limited (formerl y known as Belton Woods Resort Ownersh p Limited)	N/A	N/A	N/A	N/A	N/A	N/A

"Specified Investments" means, in relation to a Chargor, all Investments which at any time

- (a) represent a holding in a Subsidiary of such Chargor or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the 2006 Act "30 per cent or more" were substituted for "a majority", or
- (b) are held in the name of the Security Agent or its nominee or to its order; or
- (c) that Chargor has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee

"Subsidiary" has the same meaning given to it in the Debenture

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Particulars of a mortgage or charge

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Short particulars	
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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2695921
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED
DATED 22 NOVEMBER 2010 AND CREATED BY DE VERE
VILLAGE HOTELS LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM EACH CHARGOR TO ALL OR ANY
OF THE BENEFICIARIES 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 6 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 DECEMBER
2010

CC



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES