

MG06

Particulars of a charge subject to which property has
been acquired

10475813



iris
LASERFORM

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 charge subject to
which property has been acquired



What this form is NOT for

You cannot use this form if you are
submitting particulars of a charge
subject to which property has been
acquired for a company register
in Scotland. To do this, please use
form MG06s

TUESDAY



LEAHGQ40

LD4

21/12/2010

6

COMPANIES HOUSE

For official use

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")

2

→ 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 the instrument (if any) creating or evidencing the charge

Date of the instrument
(if any)

00 08 00 03 02 00 01 00

3

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

Description ①

A debenture dated 8 March 2010 (the "Debenture") and made between,
among others, the Company and Bank of Scotland plc acting as security
agent and trustee for the Beneficiaries including any successor appointed by
the Beneficiaries pursuant to the Intercreditor Agreement (the "Security
Agent")

① Please give a description of the
instrument, e.g. 'Trust Deed',
'Debenture', 'Mortgage', or 'Legal
charge', etc. as the case may be

4

Date of acquisition of the property which is subject to the charge

03 00 01 01 02 00 01 00

5

Amount secured

Continuation page

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

Amount secured

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

Under the Debenture, each Chargor (as primary obligor and not merely as surety) covenanted with the
Security Agent that it would, on the Security Agent's written demand, 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 MG06 have the meaning given to them in the
definitions section set out in the continuation sheets to section 7 of this form MG06

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Mortgagee(s) or person(s) entitled to the charge

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 as Security Agent | | | | | | | | | |
| Address | The Mount, | | | | | | | | | |
| | Edinburgh, Scotland | | | | | | | | | |
| Postcode | E | H | 1 | | 1 | Y | Z | | | |
| Name | | | | | | | | | | |
| Address | | | | | | | | | | |
| Postcode | | | | | | | | | | |
| Name | | | | | | | | | | |
| Address | | | | | | | | | | |
| Postcode | | | | | | | | | | |

7

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 Debenture, 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 Debenture, 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, all Land in England and Wales vested in it on the date of the Debenture 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, all other Land in England and Wales vested in it on the date of the Debenture and not registered at the Land Registry,</p> |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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Delivery of instrument

A verified copy of the instrument must be delivered to the Registrar of Companies, with these particulars correctly completed, within 21 days after the date of completion of the acquisition of the property which is subject to the charge

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. 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)

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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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

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:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the deed (if any) with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument (if any)
- ☒ You have given the date of acquisition
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the 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 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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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(a) by way of fixed charge

- (i) all other Land which at the date of the Debenture, or in the future becomes, its property (other than the Excluded Property),
- (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 Debenture or in the future,
- (iii) all plant and machinery attached to any Land at the date of the Debenture 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 MG06,
- (iv) all rental and other income and all debts and claims due or owing to it at the date of the Debenture or in the future under or in connection with any lease, agreement or licence relating to Land,
- (v) all Specified Investments which are at the date of the Debenture its property, including all proceeds of sale derived from them,
- (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,
- (vii) all Derivative Rights of a capital nature at the date of the Debenture or in the future accruing or offered in respect of its Specified Investments,
- (viii) all Derivative Rights of an income nature at the date of the Debenture or in the future accruing or offered at any time in respect of its Specified Investments,
- (ix) where Specified Investments are held in a Relevant System, all its rights against the operator or the Relevant System or any participant in respect of such Specified Investments,
- (x) all insurance or assurance contracts or policies at the date of the Debenture or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the date of the Debenture 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 Debenture,
- (xi) all its goodwill and uncalled capital for the time being,
- (xii) all Specified Intellectual Property belonging to it,
- (xiii) 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,
- (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

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Short particulars

others,

- (xv) the benefit of all agreements and licences at the date of the Debenture 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,
- (xvi) all its rights at the date of the Debenture or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (xvii) 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) (xi) to (xv) inclusive of this paragraph 2 of this form MG06,
- (xviii) all trade debts at the date of the Debenture or in the future owing to it,
- (xix) 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*),
- (xx) all other debts at the date of the Debenture or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,
- (xxi) the benefits 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,
- (xxii) any beneficial interest, claim or entitlement it has to any pension fund at the date of the Debenture or in the future,
- (xxiii) all rights, money or property accruing or payable to it at the date of the Debenture or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions,
- (xxiv) all moneys at any time standing to the credit of any Holding Account and/or Mandatory Prepayment Account, and
- (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,

(the "Fixed Charge")

2 Creation of Floating charge Under the Debenture, 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

(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

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|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7 | Short particulars of all the property mortgaged or charged |
| | Please give the short particulars of the property mortgaged or charged |
| Short particulars | <p>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 MG06, and</p> <p>(b) without exception, all its Assets in so far as they are for the time being situated in Scotland,</p> <p>but in each case so that such Chargor shall not create any Security over any such Asset (whether having priority over, or ranking <i>pari passu</i> 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 MG06 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 Documents),</p> <p>(the "Floating Charge")</p> <p>3 Crystallisation by notice The Floating Charge created by each Chargor may, subject to paragraph 8 (Moratorium assets) of this form MG06, 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 the Insolvency Default has occurred and is continuing, or</p> <p>(c) the Security Agent in good faith and acting reasonably considers that any of the Assets expressed to be charged to the Security Agent by the Debenture may be in jeopardy or in danger of being seized or sold pursuant to any form or legal process, or</p> <p>(d) a circumstance envisaged by sub-paragraph (a) of paragraph 5 (Automatic crystallisation) of this form MG06 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>4 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> <p>(i) charge or otherwise encumber any of its Floating Charge Assets,</p> <p>(ii) create a trust over any of its Floating Charge Assets, or</p> <p>(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> |

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- (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
- (c) an Insolvency Event of Default has occurred,
- then the Floating Charge shall, subject to paragraph 8 (*Moratorium assets*) of this form MG06, 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 MG06 into a fixed charge over all Floating Charge Assets of the Company
- 5 **Future floating charge assets** Except as otherwise stated in any notice given under paragraph 4 (*Crystallisation by notice*) of this form MG06 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 MG06 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
- 6 **Reconversion** Any charge which has crystallised under paragraph 4 (*Crystallisation by notice*) or 5 (*Automatic crystallisation*) of this form MG06 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
- 7 **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
- 8 **Negative pledge and other restrictions** No Chargor shall, without the prior written consent of the Security Agent (and with the exception or Permitted Security)
- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or
- (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
- 9 **Priority**
- (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 by the Floating Charge
- (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 Debenture and shall rank in order of priority behind the charges created by the Debenture

Further Assurance

The Debenture contains covenants for further assurance

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7 Short particulars of all the property mortgaged or charged

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Short particulars

Negative Pledge

The Debenture contains a negative pledge

Definitions

"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 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 Chargor

| Name of Chargor | Registration Number |
|-----------------------------------|---------------------|
| AHG Venice Group Limited | 6798902 |
| AHG Venice Holdings Limited | 6798895 |
| AHG Venice Midco Limited | 6798909 |
| AHG Venice Subco Limited | 6945830 |
| AHG Venice Limited | 5849362 |
| AHG Venice Finance No 2 Limited | 6448657 |
| AHG Venice Finance No 3 Limited | 6448650 |
| AHG Venice Newco 1 Limited | 6448772 |
| AHG Venice Newco 2 Limited | 6448766 |
| AHG Venice Newco 3 Limited | 6448771 |
| AHG Venice Newco 4 Limited | 6448780 |
| AHG Venice Newco 5 Limited | 6448782 |
| AHG Venice Newco 6 Limited | 6448784 |
| AHG Venice Newco 7 Limited | 6448856 |
| AHG Venice Newco 8 Limited | 6448855 |
| De Vere Group Limited | 14504 |
| De Vere Group Investments Limited | 3903964 |

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Please give the short particulars of the property mortgaged or charged

Short particulars

| | |
|----------------------------------------|----------|
| De Vere Hotels and Restaurants Limited | 643407 |
| De Vere Hotels Limited | 47435 |
| Greenalls Management Limited | 2091581 |
| De Vere Hotels and Leisure CLG Limited | 6138957 |
| Verve Venues Limited | 01396936 |
| De Vere Hotels No 1 Limited | 6139041 |
| De Vere Hotels No 2 Limited | 6139080 |
| De Vere Hotels & Leisure Limited | 418878 |
| St David's Hotels Limited | 2350872 |
| AHG Hotel Holdings Limited | 6126539 |
| De Vere Hotels No 3 Limited | 6126450 |
| De Vere (Southampton) Limited | 2264674 |
| De Vere (Blackpool) Limited | 2101315 |
| Greens Health and Fitness Limited | 6126413 |
| The Alternative Hotel Group Limited | 5623595 |
| Verve Venues Properties Limited | 5622843 |
| Searcy Toptable Limited | 6260143 |
| Searcy Tansley & Company Limited | 331909 |
| X Est Catering Limited | 3957761 |
| TOB Restaurants Limited | 6395584 |
| De Vere Resort Ownership Limited | 3152528 |
| De Vere Wychwood Park Limited | 6718572 |
| Searcys 1847 Champagne Bar Limited | 6734412 |
| Greenall Whitley Limited | 368136 |
| Greenalls Brewery Limited | 311973 |
| De Vere Swirton Limited | 6015192 |
| De Vere Oulton Hall Limited | 6015194 |
| Village Leisure Hotels Limited | 1382864 |
| Greenalls Midlands Limited | 33349 |
| AHG Venice Finance No 1 Limited | 6448468 |

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| | |
|----------------------------------|---------|
| Village Hotels & Leisure Limited | 6126416 |
| AHG Venice Land Limited | 6035696 |
| De Vere Wokefield Park Limited | 6448669 |
| SPV No 2 (Wychwood) Limited | 6448685 |
| De Vere Grand Brighton Limited | 6448724 |
| AHG Venice SPV No 4 Limited | 6448750 |

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

| Obligor | Property | Town | FH/LH | Title Number |
|----------------------------------|-------------------------------------------------------------------------------------------------------|----------------|-------|--------------|
| Verve Venues Limited | Lower ground to sixth floor premises, 3 Waterhouse Square, 142 Holborn Bars, London EC1N 2NH | London | LH | NGL865528 |
| Greens Health & Fitness Limited | Leisure Suite 4, Ashbrook Drive, Parkway, Birmingham Great Park (Greens Birmingham) | Birmingham | LH | WM742075 |
| Greens Health & Fitness Limited | Unit 1 Chingford Water Park, New Road, London (Greens Chingford) | Chingford | LH | EGL442340 |
| Greens Health & Fitness Limited | Greens Health and Fitness Club, Blackbird Mills, Abbey Road, Leicester (Greens Leicester) | Leicester | LH | LT346643 |
| Greens Health & Fitness Limited | Greens Health and Fitness Centre, Barrack Street, Norwich (Greens Norwich) | Norwich | LH | NK266302 |
| De Vere Hotels & Leisure Limited | Greens Health and Fitness Centre, Summerfield Street, Sheffield (Greens Sheffield) | Sheffield | LH | SYK436192 |
| Greens Health & Fitness Limited | Land on the south east side of Otley Road, Shipley (Greens Shipley) | Shipley | LH | WYK704286 |
| Greens Health & Fitness Limited | Greens Health and Fitness, George Eastham Avenue, Trentham Lakes North, Stoke on Trent ST4 4TU | Stoke On Trent | LH | SF441051 |
| Greens Health & Fitness Limited | Greens Health and Fitness Club, Gosforth Park Way, Newcastle NE12 8ET | Newcastle | LH | TY390619 |

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|----------------------|------------------------------------------------|-----------|----|----------|
| Verve Venues Limited | Vine Tree Farm, Daventry Road, Staverton | Staverton | LH | NN257525 |
|----------------------|------------------------------------------------|-----------|----|----------|

"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)

"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 Limited | Oodles Health Food Restaurant, Ground Floor and Basement, 42 New Oxford Street t/a Savoir Faire | London | LH | NGL879907 |
| De Vere Group Limited | 20 High Street | Cheadle | LH | Unregistered |
| X Est Catering Limited | 30 Pavillion Road, London SW1X OHJ | Chelsea | LH | BGL10974 |
| Searcy Tansley and Company Limited | South Suite, 1 Bridges Court, York Road, London SW113YR | Wandsworth | LH | TGL292090 |

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| Searcy Tansley and Company Limited | North Suite, 1 Bridges Court, York Road, London SW113YS | Wandsworth | LH | TGL290754 |
| Searcy Tansley and Company Limited | Car parking spaces | Wandsworth | LH | Not applicable |
| TOB Restaurants Limited | Restaurant premises being the basement, thirty-fourth floor, and thirty-seventh to fortieth floor premises, 30 St Mary Axe, London (Gherkin) | London | LH | NGL890297 |
| Searcys 1847 Champagne Bar Limited | Kiosk K1000, Storage Area 2042a and Unit 3026A, Westfield London Shopping Centre, Ariel Way, London W12 7GD | London | LH | BGL72262 |
| Searcy Tansley and Company Limited | Unit 62 Platform Rendevouz, St Pancras Station, Euston Road, London | London | LH | NGL900834 |
| Searcy Tansley and Company Limited | Unit 58 Platform Rendevouz, St Pancras Station, Euston Road, London | London | LH | NGL900835 |
| De Vere Hotels & Leisure Limited | Grand Harbour Car Park | Southampton | LH | Not applicable |
| Verve Venues Limited | 17 Portland Place, London WIN 3AF | London | LH | NGL620039 |
| Verve Venues Limited | North House (known as Cheadle House), Royal Crescent, Cheadle SK8 3FS | Manchester | LH | Unregistered |
| Verve Venues Limited | Civil Service College, Sunningdale Park, Larch Avenue, Ascot | Ascot | LH | BK397316 |

"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 MG06) or within a mortgage or fixed charge created by the Fixed Charges (as defined in paragraph 2 of this form MG06)

"Floating Charge Asset" means an asset for the time being comprised within the Floating Charge (as defined in paragraph 3 of this form MG06) but, in relation to Assets situated in Scotland and charged by paragraph 3 (b) of this form MG06 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

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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Intercreditor Agreement

"Hedging Counterparty" means a person (other than a member of the Group) which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement and a hedging letter a letter between the Agent and the Parent in the agreed form dated 8 March 2010 describing the hedging arrangements entered or to be entered into in respect of the interest rate liabilities of the borrowers under the Senior Facilities Agreement

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

"Insolvency Default" has the meaning given to that term in the Senior Facilities Agreement

"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

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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 Management Agreement, or another person approved by the Agent

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

"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

"Receiver" means a receiver and manager appointed under the Debenture including (where the context requires or permits) any substituted receiver and manager

"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 Hotels & Leisure Limited | De Vere Swindon Hotel, Tewkesbury Way, Swindon, (subordinate interest) | Swindon | LH | WT259779 |
| De Vere Hotels No 1 Limited | De Vere Swindon Hotel, Tewkesbury Way, Swindon, (subordinate interest) | Swindon | LH | WT259780 |
| De Vere Hotels & Leisure Limited | Grand Harbour Hotel, Junction, West Quay Road and Western Esplanade, Southampton | Southampton | LH | HP551742 |
| De Vere Hotels No 1 Limited | The Grand Harbour Hotel, Junction West Quay Road and Western Esplanade, Southampton (S015 1AG) (subordinate interest) | Southampton | LH | HP689006 |

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| De Vere Hotels & Leisure Limited | Two parcels of land on the North side of and lying to the North of Belton Lane, Belton (Belton Woods Estate) | Belton | FH | LL94738 |
| De Vere Hotels & Leisure Limited | Land lying to the North of Belton Lane, Great Gonerby | Belton | FH | LL97609 |
| De Vere Hotels & Leisure Limited | Land on the North side of Belton Lane, Great Gonerby | Belton | FH | LL97608 |
| De Vere Hotels & Leisure Limited | Peascliffe Cottage, Belton, Grantham | Belton | FH | LL52323 |
| De Vere Hotels No 1 Limited | Belton Woods Hotel, Belton, Grantham (NG32 2LN) | Belton | LH | LL282565 |
| De Vere Resort Ownership Limited | Belton Woods Development to the North of Belton Lane, Great Gonerby (carve out land) | Belton | FH | LL281767 |
| De Vere Hotels & Leisure Limited | The Daresbury Park Hotel, Daresbury, Warrington (WA4 4BB) | Daresbury | FH | CH479066 |
| De Vere Hotels No 1 Limited | The Daresbury Park Hotel, Daresbury, Warrington (WA4 4BB) (subordinate interest) | Daresbury | LH | CH562112 |
| De Vere Hotels & Leisure Limited | 2100 Daresbury Park, Daresbury, Warrington (WA4 4HS) (De Vere Head Office) | Daresbury | FH | CH479067 |
| De Vere Hotels & Leisure Limited | Dunston Hall Hotel, Main Road, Dunston, Norwich (NR14 8PQ) | Dunston | FH | NK119426 |
| De Vere Hotels & Leisure Limited | Land at Dunston Hall, Ipswich Road, Dunston | Dunston | FH | NK123622 |

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| De Vere Hotels & Leisure Limited | Glencove and land and buildings on the east and west side of Stoke Lane, Dunston | Dunston | FH | NK133905 |
| De Vere Hotels & Leisure Limited | Land on the north and west sides of Dunston Hall, Ipswich Road, Dunston | Dunston | FH | NK139005 |
| De Vere Hotels & Leisure Limited | Land on the east side of Ipswich Road, Dunston | Dunston | FH | NK194553 |
| De Vere Hotels & Leisure Limited | Land lying to the west of Dunston Hall, Ipswich Road, Dunston | Dunston | FH | NK196784 |
| De Vere Hotels & Leisure Limited | Land to the east of Ipswich Road, Dunston | Dunston | FH | NK219997 |
| De Vere Hotels No 1 Limited | The Dunston Hall Hotel, Ipswich Road, Norwich (subordinate interest) | Dunston | LH | NK358213 |
| De Vere Hotels & Leisure Limited | De Vere Hotel, East Park Drive, Blackpool, (FY3 8LL) (Heron's Reach) | Blackpool | LH | LA734105 |
| De Vere Hotels No 1 Limited | De Vere Hotel, East Park Drive, Blackpool, (FY3 8LL) (Heron's Reach) - (subordinate interest) | Blackpool | LH | LAN52370 |
| St David's Hotels Limited | St Davids Hotel, St Davids Park, Ewloe, Deeside (CH5 3YB) | Ewloe | FH | WA557544 |
| De Vere Hotels No 1 Limited | St David's Hotel, St David's Park, Ewloe (subordinate interest) | Ewloe | LH | CYM346012 |
| De Vere Grand Brighton Limited | The Grand Hotel, 102-105 Kings Road, Brighton (BN1 2FW) | Brighton | FH | SX11417 |

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| De Vere Grand Brighton Limited | Grosvenor House, Kings Road (Grand Hotel) | Brighton | FH | ESX163508 |
| De Vere Hotels No 3 Limited | Land on the east side of Blackhurst Brow, Mottram (Mottram Hall Hotel) | Prestbury, Cheshire | FH | CH265424 |
| De Vere Hotels No 3 Limited | Land on the east side of Mill Lane, Mottram St Andrew | Prestbury, Cheshire | FH | CH406542 |
| De Vere Hotels No 3 Limited | Land on the west side of Mottram Old Hall Farm, Wilmslow Road, Mottram St Andrew, Macclesfield (SK10 4QT) | Prestbury, Cheshire | FH | CH472237 |
| De Vere Hotels No 3 Limited | Mottram Hall Hotel, Wilmslow Road, Mottram St Andrew, Macclesfield | Prestbury, Cheshire | FH | CH561614 |
| De Vere Hotels No 3 Limited | Royal Bath Hotel, Bath Road, Bournemouth (BH1 2EW) | Bournemouth | FH | DT348774 |
| De Vere Hotels No 3 Limited | The Slaley Hall Estate, Slaley, Hexam (NE47 0BY) | Slaley | FH | ND67012 |
| De Vere Hotels No 3 Limited | Land at Colpitts Grange, Slaley | Slaley | FH | ND65372 |
| De Vere Hotels No 3 Limited | North Lodge and land on the east side of Coal Road, Slaley | Slaley | FH | ND65065 |
| De Vere Hotels No 3 Limited | Land lying to the east of Coal Road, Slaley | Slaley | FH | ND89343 |
| De Vere Hotels No 3 Limited | South Lodge, Slaley | Slaley | FH | ND71299 |
| De Vere Hotels No 3 Limited | Slaley Hall Woodland, Slaley Hall Estate, Hexham | Slaley | FH | ND88860 |

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| De Vere Hotels No 3 Limited | Land on the east side of the Slaley Hall Estate, Slaley | Slaley | FH | ND64337 |
| De Vere Hotels No 3 Limited | 20 Sheraton Drive, Slaley Hall, Slaley, Hexham (NE47 0BX) | Slaley | FH | ND73256 |
| De Vere Hotels No 3 Limited | University Arms Hotel, Regent Street, Cambridge (CB2 IAD) | Cambridge | FH | CB112318 |
| De Vere Hotels & Leisure Limited | University Arms Hotel, Regent Street, Cambridge (CB2 IAD) (subordinate interest) | Cambridge | LH | CB113373 |
| De Vere Hotels & Leisure Limited | Land on the west side of Pendwyallt Road, Coryton (Village Cardiff) | Cardiff | LH | WA793604 |
| De Vere Hotels No 1 Limited | The Village Hotel, Cardiff (subordinate interest) | Cardiff | LH | CYM346011 |
| De Vere Hotels & Leisure Limited | Land and buildings on the north side of Cheadle Road, Cheadle (Village Cheadle) | Cheadle | LH | GM524801 |
| De Vere Hotels No 1 Limited | Village Hotel, Cheadle Road, Cheadle (subordinate interest) | Cheadle | LH | MAN85507 |
| De Vere Hotels & Leisure Limited | Plot 10, Cobalt Business Park, The Silverlink North, WallSEND (Village Newcastle) | Newcastle | LH | TY376114 |
| De Vere Hotels No 1 Limited | The Village Hotel, The Silverlink North, WallSEND (subordinate interest) | Newcastle | LH | TY459135 |

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| De Vere Hotels & Leisure Limited | Land on the south side of Forstal Road, Maidstone (Village Maidstone) | Maidstone | FH | K621940 |
| De Vere Hotels No 1 Limited | Village Leisure Hotel, Forstal Road, Maidstone (ME14 3AQ) (Village Maidstone) (subordinate interest) | Maidstone | LH | K921044 |
| De Vere Hotels & Leisure Limited | Land lying to the south of Rochdale Road, Rochdale (Village Bury) Village Bury | Bury | FH | GM856290 |
| De Vere Hotels No 1 Limited | The Village Hotel, Waterford Park, Bury (BL9 7BQ) (subordinate interest) | Bury | LH | MAN83067 |
| De Vere Hotels & Leisure Limited | Land and buildings on the north side of Birmingham Road, Dudley (Village Dudley) | Dudley | FH | WM765665 |
| De Vere Hotels & Leisure Limited | Land on the north side of Birmingham Road, Dudley (Village Dudley) | Dudley | FH | WM758740 |
| De Vere Hotels & Leisure Limited | Land and Buildings, at Victoria Works, Birmingham Road (Village Dudley) | Dudley | FH | WM642786 |
| De Vere Hotels No 1 Limited | The Village Hotel, Castlegate Drive, Dudley (Village Dudley) (subordinate interest) | Dudley | LH | WM905511 |
| De Vere Hotels & Leisure Limited | Plot 2200 Coventry Business Park, Tile Hill Lane, Coventry (Village Coventry) | Coventry | FH 1 | WM746242 |

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| De Vere Hotels No 1 Limited | The Village Hotel and Leisure Club, Dolomite Avenue, Coventry Business Park, Coventry (CV4 9GZ) (Village Coventry) (subordinate interest) | Coventry | LH | WM905512 |
| De Vere Hotels & Leisure Limited | Village Leisure Hotel, Pool Lane, Bromborough Pool, Wirral (CH62 4UE) (Village Wirral) | Wirral | FH | MS386278 |
| De Vere Hotels No 1 Limited | Village Leisure Hotel, Pool Lane, Bromborough Pool, Wirral (CH62 4UE) (Village Wirral) (subordinate interest) | Wirral | LH | MS536951 |
| De Vere Hotels & Leisure Limited | The Village Hotel, Fallows Way, Whiston, Prescot (L35 1RZ) (Village Liverpool) | Liverpool | FH | MS376094 |
| De Vere Hotels & Leisure Limited | Land on north west side of Windy Arbor Brow, Whiston (Village Liverpool) | Liverpool | FH | MS264163 |
| De Vere Hotels & Leisure Limited | The Old Vicarage, Windy Arbor Road (Village Liverpool) | Liverpool | FH | MS188213 |
| De Vere Hotels No 1 Limited | The Village Hotel, Fallows Way, Whiston, Prescot (L35 1RZ) (Village Liverpool) (subordinate interest) | Liverpool | FH | MS536950 |
| De Vere Hotels & Leisure Limited | The Village Hotel, Otley Road, (LS16 5PR) (Village Leeds) | Leeds | FH | WYK567188 |

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| De Vere Hotels No 1 Limited | The Village Hotel & Leisure Club, Otley Road, Leeds (LS16 4PR) (Village Leeds) (subordinate interest) | Leeds | LH | WYK849487 |
| De Vere Hotels & Leisure Limited | Village Hotel & Leisure Club, Brailsford Way, Chilwell, Beeston, Nottingham (NG9 6DL) (Village Nottingham) | Nottingham | FH | NT293418 |
| De Vere Hotels No 1 Limited | Village Hotel & Leisure Club, Brailsford Way, Chilwell, Beeston, Nottingham (NG9 6DL) (Village Nottingham) (subordinate interest) | Nottingham | LH | NT432433 |
| De Vere Hotels & Leisure Limited | Site for Hotel Development, Centre Park, Arpley Meadows, Warrington (Village Warrington) | Warrington | FH | CH324072 |
| De Vere Hotels No 1 Limited | Village Warrington, 110 Centre Park Square, Warrington (WA1 1QA) (subordinate interest) | Warrington | LH | CH561172 |
| De Vere Hotels & Leisure Limited | Land and buildings on the north side of Captain Clark Road, Dukinfield, Hyde (Village East Manchester) | Hyde | FH | GM779541 |
| De Vere Hotels No 1 Limited | Village East Manchester, Captain Clark Road, Hyde (subordinate interest) | Hyde | LH | MAN83068 |
| Village Leisure Hotels Limited | Land at Captain Clark Road, Hyde (Village East Manchester Car Park) | Hyde | LH | GM779548 |

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| De Vere Hotels & Leisure Limited | A De Vere Hotel & Leisure Complex, Henry Boot Way, Hull (HU4 70Y) (Village Hull) | Hull | FH | HS314509 |
| De Vere Hotels No 1 Limited | A De Vere Hotel & Leisure Complex, Henry Boot Way, Hull (HU4 70Y) (Village Hull) (subordinate interest) | Hull | LH | HS337752 |
| De Vere Hotels & Leisure Limited | Land at Wessex Fields, Deansleigh Road, Bournemouth (Village Bournemouth) | Bournemouth | FH | DT308484 |
| De Vere Hotels No 1 Limited | The Village Hotel, Deansleigh Road, Bournemouth (Village Bournemouth) (subordinate interest) | Bournemouth | LH | DT350795 |
| Village Hotels & Leisure Limited | Village Hotel & Leisure Club, Tempus Drive, Walsall (WS2 8TJ) (Village Walsall) | Walsall | LH | WM846363 |
| Verve Venues Properties Limited | Land to the east of Hindhead Road, Haslemere | Haslemere | FH | SY334706 |
| Verve Venues Properties Limited | Land on the East side of Hindhead Road forming part of Branksome - Hillders School, Shottermill | Haslemere | FH | SY18542 |
| Verve Venues Properties Limited | Branksome - Hillders School, Shottermill | Haslemere | FH | SY18145 |
| Verve Venues Limited | Branksome Hindhead Road, Shottermill, Haslemere (GU27 3PN) (Opco Lease) | Haslemere | LH | SY764002 |
| Verve Venues Properties Limited | Durdent Court, Tilehouse Lane, Denham, Uxbridge (UB9 5DU) | Denham | FH | BM58167 |

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| Verve Venues Limited | Durdent Court, Tilehouse Lane, Denham, Uxbridge (UB9 5DU) (Opco Lease) | Denham | LH | BM325472 |
| Verve Venues Properties Limited | Gorse Hill, Hookheath Road, Woking | Woking | FH | SY436563 |
| Verve Venues Limited | Gorse Hill, Hookheath Road, Woking (Opco Lease) | Woking | LH | SY763969 |
| Verve Venues Properties Limited | Harben House, Severn Drive, Newport Pagnell (MK16 9EY) | Newport Pagnell | FH | BM170373 |
| Verve Venues Limited | Harben House, Tickford Street, Newport Pagnell (Opco Lease) | Newport Pagnell | LH | BM326151 |
| Verve Venues Properties Limited | Hartsfield Manor Hotel, Sandy Lane, Betchworth, (RH3 7AA) | Betchworth | FH | SY412956 |
| Verve Venues Properties Limited | Land on west side of Sandy Lane, Betchworth | Betchworth | FH | SY414862 |
| Verve Venues Properties Limited | Land on northwest side of Sandy Lane, Betchworth | Betchworth | FH | SY218388 |
| Verve Venues Properties Limited | Hartsfield Lodge, Sandy Lane, Betchworth (RH3 7AA) | Betchworth | FH | SY243015 |
| Verve Venues Limited | Hartsfield Lodge, Sandy Lane, Betchworth (RH3 7AA) (Opco Lease) | Betchworth | LH | SY763739 |
| Verve Venues Properties Limited | Highfield House, Heckfield (RG27 0LG) | Heckfield | FH | HP478104 |
| Verve Venues Limited | Highfield House, Heckfield (RG27 0LG) (Opco Lease) | Heckfield | LH | HP690688 |
| Verve Venues Properties Limited | Horsley Towers, Ockham Road South, East Horsley, Leatherhead (KT24 6DU) | East Horsley | FH | SY35934 |

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| Verve Venues Limited | Horsley Towers Ockham Road South, East Horsley, Leatherhead (KT24 6DU) (Opco Lease) | East Horsley | LH | SY764059 |
| Verve Venues Properties Limited | Latimer House, Latimer, Chesham (HP5 1UG) | Chesham | FH | BM105199 |
| Verve Venues Properties Limited | The Mews, The Grove, Latimer | Chesham | FH | BM150140 |
| Verve Venues Properties Limited | Latimer Mews, Latimer | Chesham | FH | BM140789 |
| Verve Venues Properties Limited | Latimer House Conference Centre, Latimer, Chesham (HP5 1UG) | Chesham | FH | BM140790 |
| AHG Venice Land Limited | Land to the east of the Ridings, Latimer | Chesham | FH | BM204185 |
| Verve Venues Properties Limited | 53 The Ridings, Latimer, Chesham | Chesham | FH | BM122529 |
| Verve Venues Limited | Latimer House, 53 The Ridings, Latimer, Chesham (Opco Lease) | Chesham | LH | BM325646 |
| Verve Venues Properties Limited | Hunton Park, Essex Lane, Kings Langley (WD4 8PN) | Kings I Langley | FH | HD122923 |
| Verve Venues Limited | Hunton Park, Essex Lane, Kings Langley (WD4 8PN) (Opco Lease) | Kings Langley | LH | HD470957 |
| Verve Venues Properties Limited | Milton Hill House, Milton Hill, Steventon, Abingdon (OX13 6AD) | Milton | FH | ON270843 |
| Verve Venues Limited | Milton Hill House, Milton Hill, Steventon, Abingdon (OX13 6AD) (Opco Lease) | Milton | LH | ON271374 |

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| Verve Venues Properties Limited | New Place, Shedfield | Southampton | FH | HP483812 |
| Verve Venues Limited | New Place, Shirrell Heath, Southampton (S032 2JY) (Opco Lease) | Southampton | LH | HP690682 |
| Verve Venues Properties Limited | Staverton Park Hotel and Golf Course, Staverton Road, Staverton, Daventry | Staverton | FH | NN159164 |
| Verve Venues Limited | Staverton Park Hotel and Golf Course, Staverton Road, Staverton, Daventry (Opco Lease) | Staverton | LH | NN276225 |
| Verve Venues Properties Limited | Theobalds Park Estate, Broxbourne | Broxbourne | FH | HD339168 |
| Verve Venues Limited | Theobalds Park Hotel, Broxbourne (Opco Lease) | Broxbourne | LH | HD471667 |
| Verve Venues Properties Limited | Warbrook Farm, Warbrook House, Warbrook Lane, Eversley, Hook (RG27 OQL) | Eversley | FH | HP483220 |
| Verve Venues Properties Limited | Warbrook House, Eversley, (RG27 OPJ) | Eversley | FH | HP468846 |
| Verve Venues Limited | Warbrook Lane - Warbrook House, Eversley, Hook (RG27 OPL) (Opco Lease) | Eversley | LH | HP690675 |
| De Vere Wokefield Park Limited | St Benedicts Farm, Wokefield Park, Mortimer, Reading | Reading | FH | BK218302 |
| De Vere Wokefield Park Limited | Wokefield Park, Mortimer, Reading (RG7 3AE) | Reading | FH | BK245313 |
| De Vere Wokefield Park Limited | St Benedicts Farm and Wokefield Park, Mortimer, Reading (RG7 3AE) | Reading | FH | BK329606 |

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| De Vere Hotels No 3 Limited | Minster Lovell Mill, Old Minster Lovell, Witney (OX29 ORN) (Minster Lovell Conference Centre) | Witney | FH | ON118467 |
| AHG Venice Land Limited | Land adjoining The Old Swan Public House, Minster Lovell (OX2 9 ORW) (Minster Lovell Conference Centre) | Witney | FH | ON131943 |
| Village Hotels & Leisure Limited | Village Hotel, Capitol Boulevard Morley, Leeds | Tmgley, Leeds | LH | WYK858661 |
| De Vere Group Limited | Land on North side of Liverpool Road, Ashton-m- Makerfield, Greater Manchester (formerly Queen's Head Pub) | Makerfield | LH | GM887084 |
| AHG Venice Land Limited | Ship Inn, Chester Road, Walton, Warrington WA4 6EN | Walton | FH | CH548921 |
| Verve Venues Limited | Sub basement, basement, ground first, second, third floor premises, Ambika House, 9 and 11 Portland Place | London | LH | NGL875301 |
| AHG Venice Land Limited | Land and buildings at China Lane and land bounded by Wilderspool Causeway/Loushers Lane, Warrington (G&J Distillery Site) | Warrington | FH | CH375727 |
| AHG Venice Land Limited | Land on the north-east side of 6 Loushers Lane (Car Park) | Warrington | FH | CH551463 |
| AHG Venice Land Limited | Land on the north side of Loushers Lane (Latchford Sidings) | Warrington | FH | CH551470 |

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| AHG Venice Land Limited | Land lying to the south side of St Marys Street, Latchford (Latchford Sidings) | Warrington | FH | CH336937 |
| Greens Health and Fitness Limited | Land on the south side of Coldhams Lane, (Greens Cambridge) | Cambridge | LH | CB226955 |
| De Vere Group Limited | Unit 1, The Colonnades, Purley Way, Croydon (Greens Croydon) | Croydon | LH | SGL621712 |
| Greens Health and Fitness Limited | Greens Health and Fitness Club, Herculaneum Dock, Riverside Drive, Liverpool (Greens Liverpool) | Liverpool | LH | MS441224 |
| De Vere Hotels & Leisure Limited | Land to the South of Napier Street, Sheffield (Greens Sheffield) | Sheffield | FH | SYK435788 |
| Greens Health and Fitness Limited | Greens Health & Fitness, Calder Island Way, Wakefield WF2 7AW (Greens Wakefield) | Wakefield | LH | WYK661641 |
| De Vere Hotels & Leisure Limited | Oulton Hall Hotel, Oulton Park, Oulton | Leeds | LH | WYK553815 |
| De Vere Hotels & Leisure Limited | Oulton Hall Hotel, Rothwell Lane, Leeds LS26 8HN (Subordinate Interest) | Leeds | LH | WYK849486 |
| De Vere Hotels No 1 Limited | Oulton Hall Hotel, Rothwell Lane, Leeds LS26 8HN (Subordinate Interest) | Leeds | LH | WYK849489 |
| AHG Venice Land Limited | Land to the north of Dunston Hall, Dunston (Carve out land) | Dunston | FH | NK357216 |

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| AHG Venice Land Limited | Land adjoining St Remigius Church, Dunston, Norwich (Carve out land) | Dunston | FH | NK357270 |
| AHG Venice Land Limited | Land adjoining Jayne's Wood, Dunston (Carve out land) | Dunston | FH | NK357273 |
| AHG Venice Land Limited | Land on the east side of Ipswich Road, Newton Flotman (Carve out land within Diane's Wood) | Dunston | FH | NK364295 |
| AHG Venice Land Limited | Land to the south east of Village Hotel, Deansleigh Road, Bournemouth (Carve out land) | Bournemouth | FH | DT350155 |
| AHG Venice Land Limited | Land to the east of Village Hotel, Wessex Fields, Deansleigh Road, Bournemouth (Carve out land) | Bournemouth | FH | DT350154 |
| AHG Venice Land Limited | Land on the south side of Branksome, Hindhead Road, Haslemere (Carve out land - Hillders School) | Haslemere | FH | SY764897 |
| AHG Venice and Limited | Land on the south and east sides of Durdent Court, Tilehouse Lane, Denham, Uxbridge (Carve out land) | Denham | FH | BM326819 |
| AHG Venice Land Limited | Land lying to the west of Gorse Hill, Hook Heath Road, Woking GU22 0QH (Carve Out Land - Woodland Site West) | Woking | FH | SY764889 |
| AHG Venice Land Limited | Pool Cottage, Gorse Hill, Hook Heath Road, Woking GU22 0QH (Carve out land - Pool Cottage site) | Woking | FH | SY764890 |

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Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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| AHG Venice Land Limited | Squash Court, Gorse Hill, Hook Heath Road, Woking GU22 0QH (Carve out land - Squash Court Site) | Woking | FH | SY764891 |
| AHG Venice Land Limited | Land on the east side of Gorse Hill, Hook Heath Road, Woking GU22 0QH (Carve out land - Woodland Site East) | Woking | FH | SY764892 |
| AHG Venice Land Limited | Land on north east side of Highfield House, Heckfield, Hart RG27 0LG (Carve out land) | Heckfield | FH | HP692165 |
| AHG Venice Land Limited | Land on the north west side of Highfield House, Heckfield, Hart RG27 0LG (Carve out land) | Heckfield | FH | HP693094 |
| AHG Venice Land Limited | Land on the north Highfield House, Heckfield, Hart RG27 0LG (Carve out land) | Heckfield | FH | HP693067 |
| AHG Venice Land Limited | Land on the north side of Highfield House, Heckfield, Hart RG27 0LG (Carve out land) | Heckfield | FH | HP693085 |
| Verve Venues Properties Limited | Hunton Park, Essex Lane, Kings Langley (WD4 8PN) | Kings 1 Langley | FH | HD122923 |
| Verve Venues Limited | Hunton Park, Essex Lane, Kings Langley (WD4 8PN) (Opco Lease) | Kings Langley | LH | HD470957 |
| Verve Venues Properties Limited | Milton Hill House, Milton Hill, Steventon, Abingdon (OX13 6AD) | Milton | FH | ON270843 |
| Verve Venues Limited | Milton Hill House, Milton Hill, Steventon, Abingdon (OX13 6AD) (Opco Lease) | Milton | LH | ON271374 |

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Particulars of a charge subject to which property has been acquired

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| Verve Venues Properties Limited | New Place, Shedfield | Southampton | FH | HP483812 |
| Verve Venues Limited | New Place, Shirrell Heath, Southampton (S032 2JY) (Opco Lease) | Southampton | LH | HP690682 |
| Verve Venues Properties Limited | Staverton Park Hotel and Golf Course, Staverton Road, Staverton, Daventry | Staverton | FH | NN159164 |
| Verve Venues Limited | Staverton Park Hotel and Golf Course, Staverton Road, Staverton, Daventry (Opco Lease) | Staverton | LH | NN276225 |
| Verve Venues Properties Limited | Theobalds Park Estate, Broxbourne | Broxbourne | FH | HD339168 |
| Verve Venues Limited | Theobalds Park Hotel, Broxbourne (Opco Lease) | Broxbourne | LH | HD471667 |
| Verve Venues Properties Limited | Warbrook Farm, Warbrook House, Warbrook Lane, Eversley, Hook (RG27 0QL) | Eversley | FH | HP483220 |
| Verve Venues Properties Limited | Warbrook House, Eversley, (RG27 0PJ) | Eversley | FH | HP468846 |
| Verve Venues Limited | Warbrook Lane - Warbrook House, Eversley, Hook (RG27 0PL) (Opco Lease) | Eversley | LH | HP690675 |
| De Vere Wokefield Park Limited | St Benedicts Farm, Wokefield Park, Mortimer, Reading | Reading | FH | BK218302 |
| De Vere Wokefield Park Limited | Wokefield Park, Mortimer, Reading (RG7 3AE) | Reading | FH | BK245313 |
| De Vere Wokefield Park Limited | St Benedicts Farm and Wokefield Park, Mortimer, Reading (RG7 3AE) | Reading | FH | BK329606 |

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Particulars of a charge subject to which property has been acquired

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| De Vere Hotels No 3 Limited | Minster Lovell Mill, Old Minster Lovell, Witney (0X29 ORN) (Minster Lovell Conference Centre) | Witney | FH | ON118467 |
| AHG Venice Land Limited | Land adjoining The Old Swan Public House, Minstel Lovell (0X29 ORW) (Minster Lovell Conference Centre) | Witney | FH | ON131943 |
| Village Hotels & Leisure Limited | Village Hotel, Capitol Boulevard Morley, Leeds | Tingley, Leeds | LH | WYK858661 |
| De Vere Group Limited | Land on North side of Liverpool Road, Ashton-m- Makerfield, Greater Manchester (formerly Queen's Head Pub) | Makerfield | LH | GM887084 |
| AHG Venice Land Limited | Ship Inn, Chester Road, Walton, Warrington WA4 6EN | Walton | FH | CH548921 |
| Verve Venues Limited | Sub basement, basement, ground first, second, third floor premises, Ambika House, 9 and 11 Portland Place | London | LH | NGL875301 |
| AHG Venice Land Limited | Land and buildings at China Lane and land bounded by Wilderspool Causeway/Loushers Lane, Warrington (G&J Distillery Site) | Warrington | FH | CH375727 |
| AHG Venice Land Limited | Land on the north-east side of 6 Loushers Lane (Car Park) | Warrington | FH | CH551463 |
| AHG Venice Land Limited | Land on the north side of Loushers Lane (Latchford Sidings) | Warrington | FH | CH551470 |

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Particulars of a charge subject to which property has been acquired

7 Short particulars of all the property mortgaged or charged

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| AHG Venice Land Limited | Land lying to the south side of St Marys Street, Latchford (Latchford Sidings) | Warrington | FH | CH336937 |
| Greens Health and Fitness Limited | Land on the south side of Coldhams Lane, (Greens Cambridge) | Cambridge | LH | CB226955 |
| De Vere Group Limited | Unit 1, The Colonnades, Purley Way, Croydon (Greens Croydon) | Croydon | LH | SGL621712 |
| Greens Health and Fitness Limited | Greens Health and Fitness Club, Herculanum Dock, Riverside Drive, Liverpool (Greens Liverpool) | Liverpool | LH | MS441224 |
| De Vere Hotels & Leisure Limited | Land to the South of Napier Street, Sheffield (Greens Sheffield) | Sheffield | FH | SYK435788 |
| Greens Health and Fitness Limited | Greens Health & Fitness, Calder Island Way, Wakefield WF2 7AW (Greens Wakefield) | Wakefield | LH | WYK661641 |
| De Vere Hotels & Leisure Limited | Oulton Hall Hotel, Oulton Park, Oulton | Leeds | LH | WYK553815 |
| De Vere Hotels & Leisure Limited | Oulton Hall Hotel, Rothwell Lane, Leeds LS26 8HN (Subordinate Interest) | Leeds | LH | WYK849486 |
| De Vere Hotels No 1 Limited | Oulton Hall Hotel, Rothwell Lane, Leeds LS26 8HN (Subordinate Interest) | Leeds | LH | WYK849489 |
| AHG Venice Land Limited | Land to the north of Dunston Hall, Dunston (Carve out land) | Dunston | FH | NK357216 |

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Particulars of a charge subject to which property has been acquired

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Short particulars of all the property mortgaged or charged

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| AHG Venice Land Limited | Land adjoining St Remigius Church, Dunston, Norwich (Carve out land) | Dunston | FH | NK357270 |
| AHG Venice Land Limited | Land adjoining Jayne's Wood, Dunston (Carve out land) | Dunston | FH | NK357273 |
| AHG Venice Land Limited | Land on the east side of Ipswich Road, Newton Flotman (Carve out land within Diane's Wood) | Dunston | FH | NK364295 |
| AHG Venice Land Limited | Land to the south east of Village Hotel, Deansleigh Road, Bournemouth (Carve out land) | Bournemouth | FH | DT350155 |
| AHG Venice Land Limited | Land to the east of Village Hotel, Wessex Fields, Deansleigh Road, Bournemouth (Carve out land) | Bournemouth | FH | DT350154 |
| AHG Venice Land Limited | Land on the south side of Branksome, Hindhead Road, Haslemere (Carve out land - Hillders School) | Haslemere | FH | SY764897 |
| AHG Venice Land Limited | Land on the south and east sides of Durdent Court, Tilehouse Lane, Denham, Uxbridge (Carve out land) | Denham | FH | BM326819 |
| AHG Venice Land Limited | Land lying to the west of Gorse Hill, Hook Heath Road, Woking GU22 0QH (Carve Out Land - Woodland Site West) | Woking | FH | SY764889 |
| AHG Venice Land Limited | Pool Cottage, Gorse Hill, Hook Heath Road, Woking GU22 0QH (Carve out land - Pool Cottage site) | Woking | FH | SY764890 |

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Particulars of a charge subject to which property has been acquired

7 Short particulars of all the property mortgaged or charged

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| AHG Venice Land Limited | Squash Court, Gorse Hill, Hook Heath Road, Woking GU22 OQH (Carve out land - Squash Court Site) | Woking | FH | SY764891 |
| AHG Venice Land Limited | Land on the east side of Gorse Hill, Hook Heath Road, Woking GU22 OQH (Carve out land - Woodland Site East) | Woking | FH | SY764892 |
| AHG Venice Land Limited | Land on north east side of Highfield House, Heckfield, Hart RG27 OLG (Carve out land) | Heckfield | FH | HP692165 |
| AHG Venice Land Limited | Land on the north west side of Highfield House, Heckfield, Hart RG27 OLG (Carve out land) | Heckfield | FH | HP693094 |
| AHG Venice Land Limited | Land on the north Highfield House, Heckfield, Hart RG27 OLG (Carve out land) | Heckfield | FH | HP693067 |
| AHG Venice Land Limited | Land on the north side of Highfield House, Heckfield, Hart RG27 OLG (Carve out land) | Heckfield | FH | HP693085 |
| AHG Venice Land Limited | Land lying to the south west of Horsley Towers, East Horsley, Leatherhead (Carve out land) | East Horsley | FH | SY764478 |
| AHG Venice Land Limited | Land on the west side of Rowbarns Lodge, Guildford Road, East Horsley, Leatherhead (Carve out land) | East Horsley | FH | SY764477 |
| AHG Venice Land Limited | Land lying to the north east of Horsley Towers, East Horsley, Leatherhead (Carve out land) | East Horsley | FH | SY764480 |

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Particulars of a charge subject to which property has been acquired

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| AHG Venice Land Limited | Land lying to the north west of Horsley Towers, East Horsley, Leatherhead KT24 6DU (Carve out land) | East Horsley | FH | SY766723 |
| AHG Venice Land Limited | The Red House, Horsley Towers, Ockham Road South, East Horsley, Leatherhead KT24 6DU (Carve out land) | East Horsley | FH | SY764479 |
| AHG Venice Land Limited | Land lying to the east of The Ridings, Latimer (Carve out land) | Chesham | FH | BM204185 |
| AHG Venice Land Limited | Lying to the north of New Place, Shirrell Heath, Southampton S032 2JY (Carve out land - playing fields) | Shirrell Heath | FH | HP692174 |
| AHG Venice Land Limited | Land on the east side of Bulls Cross Ride, Waltham Cross (Theobalds Park Estate) (Carve out land - Stable Block) | Broxbourne | FH | HD468246 |
| AHG Venice Land Limited | Land on the south east side of Staff Cottage, Theobalds Park Estate, Broxbourne (Carve out land) | Broxbourne | FH | HD471723 |
| AHG Venice Land Limited | Land on the east side of Bulls Cross Ride, Waltham Cross (Theobalds Park Estate) (Carve out land) | Broxbourne | FH | HD471721 |
| AHG Venice Land Limited | Staff Cottage, Theobalds Park Estate, Broxbourne (Carve out land) | Broxbourne | FH | HD471722 |
| AHG Venice Land Limited | Warbrook Woodland, Warbrook Lane, Eversley | Eversley | FH | HP474088 |

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Particulars of a charge subject to which property has been acquired

7 Short particulars of all the property mortgaged or charged

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| AHG Venice Land Limited | Brookmead, Warbrook Lane, Eversley, Hook RG27 OQL (Carve out land) | Eversley | FH | HP693318 |
| AHG Venice Land Limited | Land lying to the south east of Warbrook House, Eversley, Hook RG27 OPL (Carve out land) | Eversley | FH | HP693319 |
| AHG Venice Land Limited | Land on the east side of St Noets Road, Eversley, Hook (Carve out land) | Eversley | FH | HP693316 |
| AHG Venice Land Limited | Land on the south east side of Warbrook Lane, Eversley, Hook (Carve out land) | Eversley | FH | HP693317 |
| AHG Venice Land Limited | Land adjoining West Lodge, Wokefield Park, Mortimer, Reading RG7 3AE (Carve Out Land) | Reading | FH | BK413058 |
| AHG Venice Land Limited | Land on the south east side of Wokefield Park, Mortimer, Reading (Carve out land) | Reading | FH | BK416330 |
| AHG Venice Land Limited | Green Keepers Compound, Mortimer, Reading (Carve out land) | Reading | FH | BK415841 |
| AHG Venice Land Limited | Land on the west side of Wokefield Park, Mortimer, Reading (Carve out land - New Building Site) | Reading | FH | BK416329 |
| AHG Venice Land Limited | Land at The Grove, Old Minster Lovell, Minster Lovell, Witney OX29 ORW (Conference Centre - Carve out land) | Witney | FH | ON273184 |

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Particulars of a charge subject to which property has been acquired

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Short particulars

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| AHG Venice Land Limited | Land on the north side of Minster Lovell Mill, Old Minster Lovell, Minster Lovell, Witney (Conference Centre - Carve out) | Witney | FH | ON273183 |
| AHG Venice Land Limited | Land lying to the east of Minster Mill, Witney (Conference Centre - Carve out land) | Witney | FH | ON273185 |
| De Vere Hotels No 3 Limited | The Old Swan Hotel, Old Minster Lovell, Minster Lovell, Witney OX29 ORW (Conference Centre - Carve out land) | Witney | FH | ON273182 |
| Village Hotels & Leisure Limited | Village Hotel, Pinehurst Road, Farnborough Business Park, Farnborough (F9882) | Farnborough | LH | HP698501 |
| Village Hotels & Leisure Limited | Phase 650 Centennial Park, Elstree | Elstree | LH | HD472025 |
| Village Hotels & Leisure Limited | Land on the south side of Lord Sheldon Way, Ashton Under Lyne | Manchester | LH | MAN64683 |
| Village Hotels & Leisure Limited | Village Hotel & Leisure Club, Langdon Road, Swansea SA1 8QY | Swansea | LH | CYM217444 |
| AHG Venice Land Limited | Land to the north west of Belton Nurseries, Belton Woods, Great Gonerby (Carve Out land) | Belton | FH | LL281774 |
| AHG Venice Land Limited | Land to the west of Peascliffe Tunnel, Belton Woods, great Gonerby (Carve Out Land) | Belton | FH | LL281775 |

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Particulars of a charge subject to which property has been acquired

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| AHG Venice Land Limited | Land to the south of Belton Nurseries, Belton Woods, Belton Lane, Great Gonerby (Carve Out Land) | Belton | FH | LL281776 |
| AHG Venice Land Limited | Land to the south of Belton Woods Hotel, Belton Lane, Belton Woods, Great Gonerby (Carve Out Land) | Belton | FH | LL281778 |
| AHG Venice Land Limited | Land lying North West of Hartsfield Lodge, Sandy Lane, Betchworth RH3 7AA | Betchworth | FH | SY520194 |
| AHG Venice Land Limited | Land on the south west side of Hartsfield Manor, Sandy Lane, Betchworth RH3 7AA, (Carve Out Land) | Betchworth | FH | SY765042 |
| Village Hotels & Leisure Limited | Village Solihull, land lying to the north side of Dog Kennel Lane, Solihull | Solihull | FH | WM926517 |
| AHG Venice Land Limited | Land on the east side of Bulls Cross Ride, Waltham Cross (Theobalds Park - Camping site) | Broxbourne | FH | HD482507 |

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Particulars of a charge subject to which property has been acquired

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| Verve Venues Properties Limited | Uplands Conference House and Training Centre, Four Ashes Road, Cryers Hill HP15 6LB | High Wycombe | FH | BM302735 |
| Verve Venues Limited | Ground Floor, First and Second Floors, 1 Westferry Circus, Canary Wharf, London E14 4HA | London | LH | EGL533419 |
| Verve Venues Limited | Ground, First and Second Floors, 1 Westferry Circus, Canary Wharf, London E14 4HA | London | LH | EGL533375 |
| De Vere Hotels & Leisure Limited | Oulton Park Golf Course, Rothwell Lane, Leeds | Leeds | LH | WYK8041651 |
| De Vere Hotels & Leisure Limited | Dunston Hall Hotel, Ipswich Road, Dunston, Norwich | Norwich | LH | NK370505 |
| De Vere Hotels & Leisure Limited | The Grand Harbour Hotel, West Quay Road, Southampton SO15 1 AG | Southampton | LH | HP699401 |
| De Vere Hotels & Leisure Limited | De Vere Hotel, East Park Drive, Blackpool FY3 8LL | Blackpool | LH | LAN64828 |
| De Vere Hotels & Leisure Limited | Oulton Hall Hotel, Rothwell Lane, Oulton, Leeds LS26 8HN | Leeds | LH | WYK871817 |
| De Vere Hotels & Leisure Limited | De Vere Swindon Hotel, Shaw Ridge Leisure Park, Tewkesbury Way, Swindon | Swindon | LH | WT268826 |
| De Vere Hotels & Leisure Limited | Village Leisure Hotel, Castel View, Forstal Road, Sandling, Maidstone ME14 3AQ | Maidstone | LH | K936342 |

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| De Vere Hotels & Leisure Limited | Village Hotel, Waterford Business Park, Rochdale, Bury BL9 7BQ | Bury | LH | MAN111148 |
| De Vere Hotels & Leisure Limited | Village Hotel, Castlegate Park, Birmingham Road, Dudley DY1 4TB | Dudley | LH | WM931286 |
| **De Vere Hotels S Leisure Limited | Village Hotel and Leisure Club, Dolomite Avenue, Coventry Business Park, Coventry CV4 9QZ | Coventry | LH | WM925346 |
| De Vere Hotels & Leisure Limited | Village Hotel and Leisure Club, Captain Clark Road, Hyde, Cheshire SK14 4QG | Hyde | LH | MAN110995 |
| De Vere Hotels & Leisure Limited | Village Hotel, Henry Boot Way, Priory Park, Hull HU4 7DY | Hull | LH | HS343514 |
| St David's Hotels Limited | St David's Hotel, St David's Park, Ewloe, Deeside CH5 3YB | Deeside | LH | CYM384432 |
| De Vere Hotels & Leisure Limited | Land on the west side of Village Hotel, Fendwyallt Road, Cardiff CF14 9YP | Cardiff | LH | CYM387615 |
| De Vere Hotels & Leisure Limited | Village Hotel, Cheadle Road, Cheadle, Cheshire SK8 1HW | Cheadle | LH | MAN110955 |
| De Vere Hotels & Leisure Limited | Village Hotel, The Silverlink North, Cobalt Business Park, Newcastle NE27 0BY | Newcastle | LH | TY468455 |
| De Vere Hotels & Leisure Limited | Village Hotel, Pool Lane, Bromborough, Wirral, Merseyside CH62 4UE | Bromborough | LH | MS549982 |
| De Vere Hotels & Leisure Limited | Village Hotel, Fallows Way, Whiston, Merseyside L35 1RZ | Whiston | LH | MS549818 |

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| De Vere Hotels & Leisure Limited | Village Hotel and Leisure Club, Otley Road, Headingley, Leeds LS16 5PR | Leeds | LH | WYK873298 |
| De Vere Hotels & Leisure Limited | Village Hotel and Leisure Club, Brailsford Way, Chilwell, Nottingham NG9 6DL | Nottingham | LH | NT442134 |
| De Vere Hotels & Leisure Limited | Village Warrington Hotel, 110 Centre Park, Warrington, Cheshire WA1 1QA | Warrington | LH | CH572068 |
| De Vere Hotels & Leisure Limited | Village Hotel, Wessex Fields, Deansleigh Road, Bournemouth BH7 7DZ | Bournemouth | LH | DT360123 |
| De Vere Hotels & Leisure Limited | Belton Woods Hotel, Belton, Grantham NG32 2LN | Belton | LH | LL293063 |
| De Vere Hotels & Leisure Limited | Daresbury Park Hotel, Daresbury, Warrington WA4 4BB | Warrington | LH | CH571233 |
| Verve Venues Properties Limited | Wychwood Park, Crewe | Crewe | FH | CH477563 |
| Verve Venues Properties Limited | Land on the north side a road leading from Guildford to Leatherhead KT24 6DT | Guildford | FH | SY85882 |
| De Vere Hotels & Leisure Limited | Land adjoining Dunston Hall, Dunston | Dunston | FH | NK349182 |
| De Vere Swindon Limited | Unit 1, The Hotel, Shaw Ridge, Leisure Park, Whitewall Way, Swindon, Wiltshire SN5 7DW | Swindon | LH | WT90872 |
| De Vere Oulton Hall Limited | Oulton Hall Hotel, Rothwell Lane, Oulton, Leeds LS26 8HN (Subordinate interest) | Leeds | LH | WYK556061 |

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| De Vere Hotels & Leisure Limited | Part of the NCP car park adjoining the Grand Hotel, Cannon Place, Brighton | Brighton | LH | ESX224567 |
| De Vere Hotels & Leisure Limited | 318 New Road, Ferndown BH22 8ET (Dormy Hotel) | Ferndown | FH | DT95377 |
| De Vere Hotels and Restaurants Limited | Flat 2, 320 New Road, Ferndown BH22 8ET (Dormy Hotel) | Ferndown | FH | DT10088 |
| De Vere Hotels and Restaurants Limited | The Shelling, Gold Link Road, West Parley (Dormy Hotel) | Ferndown | FH | DT12256 |
| De Vere Hotels and Restaurants Limited | 350 New Road, Ferndown BH22 8ET (Dormy Hotel) | Ferndown | FH | P14306 |
| De Vere Hotels and Restaurants Limited | Dormy Hotel, New Road, West Parley | Ferndown | FH | P14606 |
| De Vere Hotels and Restaurants Limited | Part of Dormy Hotel, New Road, West Parley | Ferndown | FH | P14975 |
| De Vere Hotels and Restaurants Limited | Part of Dormy Hotel, New Road, West Parley | Ferndown | FH | P15755 |
| De Vere Hotels and Restaurants Limited | Part of Dormy Hotel, New Road, West Parley | Ferndown | FH | P20441 |
| De Vere Hotels and Restaurants Limited | Land on the east side of New Road, West Parley, Ferndown (Dormy Hotel) | Ferndown | FH | P22245 |
| De Vere Hotels and Restaurants Limited | Land and buildings on the east side of New Road, West Parley, Ferndown (Dormy Hotel) | Ferndown | FH | P22246 |
| De Vere Hotels and Restaurants Limited | Part of Dormy Hotel, New Road, West Parley | Ferndown | FH | P20377 |
| De Vere Hotels and Restaurants Limited | 330 New Road, Ferndown BH22 8ET | Ferndown | FH | P22244 |

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| De Vere Hotels and Restaurants Limited | Dormy Hotel, New Road, West Parley | Ferndown | FH | Z1340Z |
| De Vere Hotels and Restaurants Limited | Dormy Hotel, New Road | Ferndown | FH | Land comprised in a conveyance dated 15/10/1970 between (1) Dormy Hotel (Ferndown) Ltd and (2) De Vere Hotels and Restaurants Limited |
| De Vere Hotels and Restaurants Limited | Dormy Hotel, New Road | Ferndown | FH | Land comprised in a conveyance dated 8/10/1971 between (1) John Irvine Anderson Smallwood & Valentine Inez and (2) De Vere Hotels and Restaurants Limited |
| De Vere Hotels & Leisure Limited | 122 Gold Links Road Ferndown BH8 DA (Dormy Hotel) | Ferndown | FH | DT167027 |
| De Vere Hotels & Leisure Limited | 354 New Road Ferndown BH22 8ET (Dormy Hotel) | Ferndown | FH | DT18766 |
| De Vere Hotels & Leisure Limited | 352 New Road, Ferndown BH22 8ET (Dormy Hotel) | Ferndown | FH | DT7797 |
| AHG Venice Land Limited | 180 and 182 Otley Road (Spenfield House) | Leeds | FH | WYK616340 |
| Greenall Whitley Limited | Causeway Distillery, Lousher Lane, Warrington WA4 6RY | Warrington | FH | LA349468 |
| Verve Venues Limited | Uplands Conference House and Training Road, Cryers Hill HP15 6LB (Subordinate interest) | High Wycombe | LH | BM333913 |
| De Vere Group Limited | Land and buildings on the north west side of Old Bank Road, Mirfield | Kirklees | FH | WYK74712 |

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| Greenalls Midlands Limited | Land adjoining the Red Lion, Old Main Road, Costock, Nottingham | Costock | FH | NT432380 |
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"Schedule 8 (Details of Debts Owed 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 |
|---------------------------------|--------------------------------------------------|-------------------|
| AHG Venice Finance No 2 Limited | De Vere Hotels & Leisure Limited | 46,253 |
| | De Vere Hotels No 1 Limited | 737,346 |
| | The Alternative Hotel Group Limited | 425,002 |
| | Verve Venues Properties Limited | 8,324 |
| AHG Venice Finance No 1 Limited | AHG Venice Finance No 2 Limited | 52,663 |
| | AHG Venice Limited | 188,730 |
| | De Vere Grand Brighton Limited (was SPV 3) | 260 |
| | De Vere Hotels & Leisure Limited | 5,088 |
| | Verve Venues Properties Limited | 2,873 |
| | Village Hotels & Leisure Limited | 17,800 |
| AHG Venice Land Limited | AHG Venice Limited | 184 |
| | AHG Venice SPV No 1 Limited (now Wokefield Park) | 398 |
| AHG Venice Limited | AHG Venice Finance No 2 Limited | 87,595 |
| | AHG Venice Finance No 3 Limited | 691,549 |
| | De Vere Group Limited | 49,941 |
| | De Vere Hotels & Restaurants Limited | 3,424 |
| | De Vere Hotels No 1 Limited | 26,244 |
| | De Vere Hotels No 3 Limited | 225,627 |
| | TOB Restaurants Limited | 159 |
| | Verve Venues Properties Limited | 1,431 |
| Davenports Brewery Limited | De Vere Group Limited | 196 |

MG06 - continuation page

Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

| | | |
|----------------------------------------|--------------------------------------------------|---------|
| De Vere Credit Limited | De Vere Hotels & Leisure Limited | 9,856 |
| | Verve Venues Properties Limited | 1,036 |
| De Vere Group Limited | AHG Venice Land Limited | 10,869 |
| | China Lane Limited | 3,659 |
| | De Vere Credit Limited | 9,449 |
| | De Vere Group Investments Limited | 265,930 |
| | De Vere Hotels & Leisure Limited | 179,131 |
| | De Vere Hotels & Restaurants Limited | 104,342 |
| | De Vere Hotels No 3 Limited | 68,134 |
| | Greenalls Leasing Limited | 172 |
| | Greens Health and Fitness Limited | 51,101 |
| | Liquid Assets Group Limited | 3,598 |
| | Manchester Trading Company Limited | 11,467 |
| | Tavern (1993) Limited | -19,716 |
| | University Arms Hotel Limited | 11,500 |
| | Village Hotels & Leisure Limited | 44,258 |
| De Vere Group Investments Limited | Greenalls Management Limited | 649 |
| De Vere Hotels and Restaurants Limited | De Vere Hotels & Leisure Limited | 119,026 |
| | De Vere Hotels No 2 Limited | 773,025 |
| Greenalls Management Lxmted | De Vere Group Limited | 225,487 |
| | AHG Venice Finance No 2 Limited | 26,327 |
| Verve Venues Limited | AHG Venice Limited | 2,740 |
| | AHG Venice SPV No 1 Limited (now Wokefield Park) | 8,381 |
| | De Vere Wychwood Park (No 2) Limited | 201 |
| | SPV No 2 (Wychwood) Limited | 622 |
| De Vere Hotels & Leisure Limited | AHG Venice Land Limited | 1,506 |
| | AHG Venice Limited | 627,768 |

MG06 - continuation page

Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

| | | |
|-------------------------------------|--------------------------------------------------|---------|
| | AHG Venice SPV No 1 Limited (now Wokefield Park) | 1,200 |
| | Cameron House Loch Lomond Limited | 3, 111 |
| | China Lane Limited | 27,446 |
| | De Vere Grand Brighton Limited (was SPV 3) | 249 |
| | De Vere Group Investments Limited | 7,000 |
| | De Vere Hotels and Leisure CLG Limited | 3, 749 |
| | De Vere Hotels No 3 Limited | 36,305 |
| | De Vere Resort Ownership Limited | 7, 629 |
| | Oldtop Limited | 141 |
| | SPV No 2 (Wychwood) Limited | 113 |
| | St David's Hotels Limited | 1, 287 |
| | Verve Venues Limited | 13,900 |
| | Village Hotels & Leisure Limited | 83,769 |
| | | |
| St David's Hotel Limited | AHG Venice Limited | 21,713 |
| | De Vere Hotels & Restaurants Limited | 218 |
| De Vere (Southampton) Limited | De Vere Hotels & Leisure Limited | 1, 927 |
| De Vere (Blackpool) Limited | De Vere Hotels & Leisure Limited | 1, 747 |
| The Alternative Hotel Group Limited | AHG Venice Limited | 10,960 |
| | De Vere Hotels & Leisure Limited | 8, 476 |
| | De Vere Hotels and Leisure CLG Limited | 94,302 |
| | Verve Venues Limited | 6, 742 |
| | Verve Venues Properties Limited | 447,858 |
| Searcy Tansley and Company Limited | De Vere Hotels & Leisure Limited | 959 |
| | Searcy Toptable Limited | 331 |

MG06 - continuation page

Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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|------------------------------------------|----------------------|--------|
| De Vere Hotel and Leisure CLG Limited | AHG Venice Limited | 1, 557 |
| | Verve Venues Limited | 1, 703 |

| | | |
|--------------------------------------|-----------------------------------------------------|-------------|
| De Vere Hotels No 1 Limited | De Vere Hotels & Leisure Limited | 69,425 |
| | De Vere Hotels No 3 Limited | 780 |
| | St David's Hotels Limited | 2, 199 |
| De Vere Hotels No 2 Limited | De Vere Hotels No 1 Limited | 4, 596 |
| De Vere Hotels No 3 Limited | De Vere Grand Brighton Limited (was SPV 3) | 73,823 |
| | De Vere Hotels & Restaurants Limited | 3, 287 |
| | De Vere Resort Ownership Limited | 16,248 |
| | De Vere Wychwood Park (No 2) Limited | 20,973 |
| -- | Verve Venues Limited -- | -1, 573- -- |
| Greens Health and Fitness Limited | De Vere Hotels & Leisure Limited | 8, 640 |
| | De Vere Hotels & Restaurants Limited | 154 |
| | Searcy Tansley and Company Limited | 184 |
| Verve Venue Properties Limited | AHG Venice Land Limited | 622 |
| | AHG Venice SPV No 1 Limited (now Wokefield Park) | 119,652 |
| | De Vere Hotels No 3 Limited | 21,371 |
| | SPV No 2 (Wychwood) Limited | 409 |
| | Verve Venues Limited | 24,590 |
| De Vere Resort Ownership Limited | De Vere Credit Limited | 312 |
| | De Vere Hotels & Restaurants Limited | 154 |
| De Vere Wychwood Park Limited | SPV No 2 (Wychwood) Limited | 1, 805 |
| | Verve Venues Properties Limited | 18,539 |

MG06 - continuation page

Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

| | | |
|------------------------------------------------------|----------------------------------|---------|
| De Vere Wokefield Park Limited (AHG Venice SPV no 1) | AHG Venice Finance No 1 Limited | 246 |
| | AHG Venice Finance No 2 Limited | 2,040 |
| | AHG Venice Limited | 746 |
| | Village Hotels & Leisure Limited | 1,750 |
| SPV No 2 (Wychwood) Limited | AHG Venice Finance No 1 Limited | 100 |
| | AHG Venice Finance No 2 Limited | 1,000 |
| | AHG Venice Limited | 500 |
| De Vere Grand Brighton Limited | Verve Venues Limited | 500 |
| | Village Hotels & Leisure Limited | 3,810 |
| Village Hotels & Leisure Limited | AHG Venice Finance No 2 Limited | 8,989 |
| | SPV No 2 (Wychwood) Limited | 473 |
| | TOB Restaurants Limited | 364 |
| | Verve Venues Properties Limited | 969 |
| | X Est Catering Limited | 132 |
| Greenalls Midlands Limited | De Vere Group Limited | 22,794 |
| Dunston Hall Limited | De Vere Hotels & Leisure Limited | 14,609 |
| Gilbert and John Greenall Limited | De Vere Group Limited | 6,372 |
| Groves and Whitnall Ltd | De Vere Group Limited | 1,343 |
| Harvey Prince and Company Ltd | De Vere Group Limited | 1,773 |
| Hey UK Ltd | De Vere Group Limited | 2,008 |
| J A Devenish Ltd | De Vere Group Limited | 89,983 |
| L&W (Wholesale) Limited | De Vere Group Limited | 565 |
| Magee, Marshall and Company Limited | De Vere Group Limited | 737 |
| Manchester trading Company Limited | De Vere Investments Limited | 154,718 |
| Middlemas of Kelso Limited | De Vere Group Limited | 120 |

MG06 - continuation page

Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

| | | |
|--------------------------------------------------|------------------------------------|--------|
| Oldtop Limited | De Vere Group Limited | 864 |
| Principally Beers & Minerals Limited | De Vere Group Limited | 143 |
| Shrewsbury and Wem Brewery Company Limited (The) | De Vere Group Limited | 1,768 |
| Smartwarden Limited | De Vere Group Limited | 23,960 |
| Stretton Leisure Clubs Limited | De Vere Group Limited | 1,183 |
| The Wrekin Brewery Company Limited | De Vere Group Limited | 615 |
| TOB Restaurants Limited | Searcy Tansley and Company Limited | 1,741 |
| University Arms Hotel Limited | De Vere Hotels & Leisure Limited | 12,306 |
| X Est Catering Limited | Searcy Tansley and Company Limited | 626 |

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owned 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 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

MG06 - continuation page

Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"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 | Class | Filing Date |
|------------------------------------|-----------|-----------|------------|-----------------------------------------------------|----------------------------------|-------------|
| Greenalls Management Limited | 2170717 | UK | Registered | Greenalls Season Ticket | 41 | 27/06/98 |
| | 2182299 | UK | Registered | A Village Ale & Eating House | 43 | 18/11/98 |
| De Vere Hotels and Leisure Limited | 1289361 | UK | Registered | De Vere Lion Device (Series of 2) | 42 | 01/10/86 |
| | 1289362 | UK | Registered | De Vere Lion Device | 42 | 01/10/86 |
| | 1289363 | UK | Registered | De Vere Hotels | 42 | 01/10/86 |
| | 1437507 | UK | Registered | De Vere | 41, 43 | 14/08/90 |
| | 2134810 | UK | Registered | S H Crest Device | - 16, 18, 25, 28, 32, 36, 41, 42 | 04/06/97 |
| | 2134816 | UK | Registered | Slaley Hall | 16, 18, 25, 28, 32, 36, 41, 42 | 04/06/97 |
| | 2139312 | UK | Registered | De Vere Lion Device | 41 | 16/07/97 |
| | 2139315 | UK | Registered | De Vere Lion Device (Series of 2) | 41 | 16/07/97 |
| | 2143334 | UK | Registered | De Vere Hotels, Hotels of Character, run with pride | 41, 43 | 29/08/97 |
| | 2186544 | UK | Registered | Salingers | 43 | 19/01/99 |
| | 2188410 | UK | Registered | Health Works for Health and Well Being | 41, 42 | 10/02/99 |

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Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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|-----------------------|-----------|-------|------------|---------------------------------------------------|----------------|----------|
| | 2188416 | UK | Registered | G Priority One, One call takes care of business | 41, 42 | 10/02/99 |
| | 2241580 | UK | Registered | Priority One, One call takes care of business | 41, 42 | 04/08/00 |
| | 2283186 | UK | Registered | Priority One & Device | 41, 42 | 13/10/01 |
| | 5605688 | CTM | Registered | De Vere Deluxe | 39, 41, 43, 44 | 20/12/06 |
| | 5605662 | CTM | Registered | De Vere Venues | 39, 41, 43, 44 | 20/12/06 |
| De Vere Group Limited | 2107912 | UK | Registered | Bird Device | 41, 42 | 17/08/16 |
| | 4482361 | CTM | Registered | De Vere | 39, 41, 43 | 10/06/15 |
| | 2,645,099 | Spain | Registered | De Vere | 39, 41, 43 | 06/04/15 |
| | 2,645,100 | Spain | Registered | De Vere & Lion Device | 39, 41, 43 | 16/04/15 |
| | 1326220 | UK | Registered | Fama Device | 25, 42 | 06/11/14 |
| | 1490949 | UK | Registered | G & Horn Device | 36 | 15/02/09 |
| | 1548408 | UK | Registered | G & Horn Device The Greenalls Group (Series of 2) | 36 | 22/09/10 |
| | 835431 | UK | Registered | Gold Star | 32 | 05/06/17 |
| | 1297775 | UK | Registered | Greenall Whitley | 41, 43 | 13/01/08 |
| | 1462960 | UK | Registered | Greenall's Inns | 41, 43 | 27/04/08 |
| | 1249444 | UK | Registered | Greenall's Label | 32 | 30/08/16 |
| | 1200528 | UK | Registered | Greenall's Local Bitter Label | 32 | 27/07/14 |
| | 1297774 | UK | Registered | Greenalls | 42 | 13/01/08 |

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Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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|-------------------------------------|-----------|----|------------|--------------------------------------------|----------------|----------|
| | 1326221 | UK | Registered | Greenalls & Fama Device | 32 | 06/11/14 |
| | 1552328 | UK | Registered | Greenalls & Fama Device | 41, 43 | 03/11/10 |
| | 1564709 | UK | Registered | Greenalls & Fama Device | 32 | 09/03/11 |
| | 2197480 | UK | Registered | Greenalls & G & Horn Device | 32, 33, 41, 43 | 15/05/09 |
| | 1429922 | UK | Registered | Greenalls Bitter Label | 32 | 29/06/17 |
| | 2242341 | UK | Registered | Greens Health & Fitness Logo (Series of 2) | 41, 42 | 11/08/10 |
| | 2166445 | UK | Registered | Greens Health & Fitness Logo (Series of 2) | 41, 43 | 12/05/08 |
| | 2186566 | UK | Registered | Metro From Greens Health & Fitness Logo | 41, 43 | 19/01/09 |
| | 1090559 | UK | Registered | Old Glory & Device (Series of 2) | 32 | 06/02/09 |
| | 4982021 | UK | Registered | Village | 41, 43 | 28/03/16 |
| | 1469101 | UK | Registered | Village | 42 | 31/10/14 |
| | 2107918 | UK | Registered | Village | 41 | 17/08/96 |
| | 2148795 | UK | Registered | Village Health & Fitness Logo | 41, 42 | 24/10/07 |
| | 2148788 | UK | Registered | Village Health & Fitness Metro Logo | 41, 42 | 24/10/07 |
| | 2107915 | UK | Registered | Village Metro Leisure (Series of 3) | 41, 42 | 17/08/96 |
| The Alternative Hotel Group Limited | 2417578 | UK | Registered | Verve Venues | 41, 43, 45 | 23/03/06 |
| | 2418342 | UK | Registered | Verve City | 41, 43, 45 | 31/03/06 |
| | 2418344 | UK | Registered | Verve Central | 35, 41, 43 | 31/03/06 |
| | 2423931 A | UK | Registered | Steam Bake Grill, Steam Bake & Grill | 25 | 09/06/06 |

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Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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|-------------------------------------------|---------|-----------------------|------------|-------------------------------------------------------|---------------|----------|
| | 2441985 | UK | Registered | The Refectory Steam Bake Grill | 25, 43 | 21/12/06 |
| Searcy Tansley & Company Limited | 2478183 | UK | Registered | Searcy | 35, 41, 43 | 28/01/08 |
| | 7361702 | European Community | Registered | Searcys 1847 | 35, 41, 43 | 31/10/02 |
| | 2502546 | UK | Registered | Searcys 1847 and Device | 35, 41, 43 | 14/11/08 |
| | 2504788 | UK | Registered | Searcys 1847 and Device | 35, 41, 43 | 15/12/08 |
| | 2478322 | UK | Registered | The Longest Champagne Bar- by-Searcy | 35, 41, 43 | 29/01/08 |
| | 2488938 | UK | Registered | The St Pancras Grand Searcys 1847 and Device | 35, 41, 43 | 30/05/08 |

"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 which 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" means an entity of which a person

- (a) has direct or indirect control, or
- (b) owns directly or indirectly more than fifty per cent (50%) of the share capital or similar right of ownership, or
- (c) is entitled to receive more than fifty per cent (50%) of the dividends or distributions,

and any entity (whether or not so controlled) treated as a subsidiary in the latest financial statements of that person from time to time. For the avoidance of doubt, for the purposes of the debenture, De Vere Hotels and Leisure CLG Limited, a company limited by guarantee incorporated under the laws of England with company number 6138957, is and shall be considered to be a "subsidiary" of the company or person which is its sole member (being AHG Venice Finance No 3 Limited, a limited liability company incorporated in England with registered number 6448650, as at 8 March 2010) or the member (if any) whose guarantee is greater than 50% of the aggregate guarantees of

MG06 - continuation page

Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

all the members of De Vere Hotels and Leisure CLG Limited



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. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE FOR 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
SECURED ON THE PROPERTY ACQUIRED BY DE VERE
VILLAGE HOTELS LIMITED ON THE 30 NOVEMBER 2010 WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 21 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 DECEMBER
2010

LIC



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES