

# MG01

## Particulars of a mortgage or charge

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#### What this form is for

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



#### What this form is NOT for

You cannot use this form to re-  
gister particulars of a charge for a Sc  
company To do this, please use  
form MG01s

WEDNESDAY



\*LR64XIDE\*

LD2

17/03/2010

25

COMPANIES HOUSE

1

### Company details

Company number

0 6 7 9 8 9 0 2

Company name in full

AHG Venice Group Limited (the "Company")

For official use

#### → Filing in this form

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

### Date of creation of charge

Date of creation

d0 d8 m0 m3 y2 y0 y1 y0

3

### Description

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

Description

A 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**")

4

### Amount secured

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

Amount secured

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 MG01 have the meaning given to them in  
the definitions section set out in the continuation  
sheets to section 6 of this form MG01

#### Continuation page

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

# MG01

## Particulars of a mortgage or charge

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

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

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

Name	Bank of Scotland plc as Security Agent						
Address	The Mound, Edinburgh						
	Scotland						
Postcode	E	H	1		1	Y	Z
Name							
Address							
Postcode							

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

Please give the short particulars of the property mortgaged or charged

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

Short particulars

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:
  - (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;
  - (b) all its rights, title and interest from time to time in respect of the Hedging Agreements,
  - (c) all its rights, title and interest from time to time in respect of any intra-Group loans; and
  - (d) all its rights, title and interest from time to time in respect of the Management Agreement,

(the "Assignments").
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
  - (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*);
  - (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;

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
Please give the short particulars of the property mortgaged or charged		
Short particulars	<p>(c) by way of fixed charge</p> <p>(1) all other Land which at the date of the Debenture, or in the future becomes, its property (other than the Excluded Property),</p> <p>(11) 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,</p> <p>(111) 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 MG01;</p> <p>(1v) 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,</p> <p>(v) all Specified Investments which are at the date of the Debenture its property, including all proceeds of sale derived from them,</p> <p>(vi) all Specified Investments in which that Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,</p> <p>(vii) all Derivative Rights of a capital nature at the date of the Debenture or in the future accruing or offered in respect of its Specified Investments;</p> <p>(viii) all Derivative Rights of an income nature at the date of the Debenture or in the future accruing or offered at any time in respect of its Specified Investments,</p> <p>(ix) where Specified Investments are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Specified Investments;</p> <p>(x) all insurance or assurance contracts or policies at the date of the 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,</p> <p>(xi) all its goodwill and uncalled capital for the time being,</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(x11) all Specified Intellectual Property belonging to it;</p> <p>(x111)all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,</p> <p>(xiv) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;</p> <p>(xv) the benefit of all agreements and licences at the date of the 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;</p> <p>(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,</p> <p>(xv11)all its rights and causes of action in respect of infringement (s) (past, present or future) of the rights referred to in sub-paragraphs (c)(x11) to (xv) inclusive of this paragraph 2 of this form MG01,</p> <p>(xv111)all trade debts at the date of the Debenture or in the future owing to it;</p> <p>(x1x) all debts owing to it as described in Schedule 8 (<i>Details of Debts Owing to a Chargor by another member of the Group which are subject to a fixed charge</i>),</p> <p>(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,</p> <p>(xx1) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under the Assignments,</p> <p>(xx11)any beneficial interest, claim or entitlement it has to any pension fund at the date of the Debenture or in the future;</p> <p>(xx111)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</p>

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## Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

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**").

3. **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 charged by any fixed charge contained in the Fixed Charge, including any Assets comprised within a charge which is reconverted under paragraph 7 (*Reconversion*) of this form MG01; and

(b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that such Chargor shall not create any Security over any such Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or taken any other step referred to in paragraph 9 (*Negative pledge and other restrictions*) of this form MG01 with respect to any such Asset, and such Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Senior Finance Document),

(the "**Floating Charge**").

4. **Crystallisation by notice:** The Floating Charge created by each Chargor may, subject to paragraph 8 (*Moratorium assets*) of this form MG01, be crystallised into a fixed charge by notice in writing given at any time by the Security Agent to the relevant Chargor (or to the Parent on its behalf) if:

(a) Declared Default has occurred;

(b) the Security Agent in good faith and acting reasonably considers that an Insolvency Default has occurred and is continuing; or

(c) the Security Agent in good faith and acting reasonably considers that any of the Assets expressed to be charged to the Security Agent

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## Particulars of a mortgage or charge

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Short particulars	<p>by the Debenture may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process, or</p> <p>(d) a circumstance envisaged by sub-paragraph (a) of paragraph 5 (<i>Automatic crystallisation</i>) of this form MG01 occurs and the Security Agent in good faith and acting reasonably considers that such crystallisation is desirable in order to protect the priority of its security.</p> <p>Such crystallisation shall take effect over the Floating Charge Assets or class of Assets specified in the notice. If no Floating Charge Assets are specified, it shall take effect over all Floating Charge Assets of the relevant Chargor.</p> <p>5. <b>Automatic crystallisation</b> 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>(1) charge or otherwise encumber any of its Floating Charge Assets;</p> <p>(11) create a trust over any of its Floating Charge Assets; or</p> <p>(111) 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> <p>(b) any person resolves to take or takes any step to seize or sell any Floating Charge Asset pursuant to any form of legal process; or</p> <p>(c) an Insolvency Event of Default has occurred,</p> <p>then the Floating Charge shall, subject to paragraph 8 (<i>Moratorium assets</i>) of this form MG01, be automatically and instantly crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset or, in the case of paragraph (c) of this paragraph of this form MG01 into a fixed charge over all Floating Charge Assets of the Company.</p> <p>6. <b>Future floating charge assets</b> Except as otherwise stated in any notice given under paragraph 4 (<i>Crystallisation by notice</i>) of this form MG01 or unless the crystallisation relates to all its Floating Charge Assets, prospective Floating Charge Assets acquired by any Chargor after crystallisation has occurred under paragraphs 4 (<i>Crystallisation by notice</i>) or 5 (<i>Automatic crystallisation</i>) of this form MG01 shall become subject to the Floating Charge, so that the crystallisation shall be effective only as to the specific Floating</p>

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Short particulars	<p>Charge Assets affected by the crystallisation</p> <p>7. <b>Reconversion:</b> Any charge which has crystallised under paragraphs 4 (<i>Crystallisation by notice</i>) or 5 (<i>Automatic crystallisation</i>) of this form MG01 may, by notice in writing given at any time by the Security Agent to the relevant Chargor (or to the Parent on its behalf), be reconverted into a floating charge in relation to the Assets specified in such notice</p> <p>8. <b>Moratorium assets</b> The Floating Charge may not be converted into a fixed charge on Assets for which a moratorium is in force if and for so long as such conversion would breach paragraph 13 in Schedule A1 of the Insolvency Act 1986.</p> <p>9. <b>Negative pledge and other restrictions:</b> No Chargor shall, without the prior written consent of the Security Agent (and with the exception of Permitted Security):</p> <p>(a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or</p> <p>(b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.</p> <p>10 <b>Priority:</b></p> <p>(a) Any fixed Security created by a Chargor and subsisting in favour of the Security Agent shall (save as the Security Agent may otherwise declare at or after the time of its creation) have priority over the floating charge created by the Floating Charge</p> <p>(b) Any Security created in the future by a Chargor (except in favour of the Security Agent) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture.</p> <p><b>Further Assurance</b></p> <p>The Debenture contains covenants for further assurance</p> <p><b>Negative Pledge</b></p> <p>The Debenture contains a negative pledge.</p>	

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## Particulars of a mortgage or charge

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Short particulars

#### Definitions

In this form MG01 (and continuation sheets):

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

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

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

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

**"Chargor"** means 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



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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

De Vere Group Investments Limited	3903964
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

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## Particulars of a mortgage or charge

6

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

Please give the short particulars of the property mortgaged or charged

Short particulars

De Vere Swindon Limited	6015192
De Vere Oulton Hall Limited	6015194
Village Leisure Hotels Limited	1382864
Greenalls Midlands Limited	33349
AHG Venice Finance No. 1 Limited	6448468
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

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## Particulars of a mortgage or charge

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Short particulars

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
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

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

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

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## Particulars of a mortgage or charge

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Short particulars

X Est Catering Limited	30 Pavillion Road, London SW1X 0HJ	Chelsea	LH	BGL10974
Searcy Tansley and Company Limited	South Suite, 1 Bridges Court, York Road, London SW113YR	Wandsworth	LH	TGL292090
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

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Short particulars

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 W1N 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 MG01) or within a mortgage or fixed charge created by the Fixed Charges (as defined in paragraph 2 of this form MG01).

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

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

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

**"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

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## Particulars of a mortgage or charge

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#### Short particulars

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

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Short particulars

Agreement in accordance therewith.

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

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



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Please give the short particulars of the property mortgaged or charged

Short particulars

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
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

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

De Vere 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
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

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

De Vere 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
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

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## Particulars of a mortgage or charge

6

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

Please give the short particulars of the property mortgaged or charged

Short particulars

De Vere 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
De Vere Hotels No. 3 Limited	Land on the east side of the Slaley Hall Estate, Slaley	Slaley	FH	ND64337

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

De Vere 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 1AD)	Cambridge	FH	CB112318
De Vere Hotels & Leisure Limited	University Arms Hotel, Regent Street, Cambridge (CB2 1AD) (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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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

De Vere 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

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

De Vere Hotels & Leisure Limited	Plot 2200 Coventry Business Park, Tile Hill Lane, Coventry (Village Coventry)	Coventry	FH	WM746242
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

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

De Vere 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
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



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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

De Vere 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
De Vere Hotels & Leisure Limited	A De Vere Hotel & Leisure Complex, Henry Boot Way, Hull (HU4 7OY) (Village Hull)	Hull	FH	HS314509
De Vere Hotels No 1 Limited	A De Vere Hotel & Leisure Complex, Henry Boot Way, Hull (HU4 7OY) (Village Hull) (subordinate interest)	Hull	LH	HS337752
De Vere Hotels & Leisure Limited	Land at Wessex Fields, Deansleigh Road, Bournemouth (Village Bournemouth)	Bournemouth	FH	DT308484

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

De Vere 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, Shotermill, Haslemere (GU27 3PN) (Opco Lease)	Haslemere	LH	SY764002
Verve Venues Properties Limited	Durdent Court, Tilehouse Lane, Denham, Uxbridge (UB9 5DU)	Denham	FH	BM58167
Verve Venues Limited	Durdent Court, Tilehouse Lane, Denham, Uxbridge (UB9 5DU) (Opco Lease)	Denham	LH	BM325472

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

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

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

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
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

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

Verve Venues Properties Limited	Hunton Park, Essex Lane, Kings Langley (WD4 8PN)	Kings 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
Verve Venues Properties Limited	New Place, Shedfield	Southampton	FH	HP483812
Verve Venues Limited	New Place, Shirrell Heath, Southampton (SO32 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

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## Particulars of a mortgage or charge

6

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

Please give the short particulars of the property mortgaged or charged

Short particulars

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
De Vere Hotels No. 3 Limited	Minster Lovell Mill, Old Minster Lovell, Witney (OX29 0RN) (Minster Lovell Conference Centre)	Witney	FH	ON118467
AHG Venice Land Limited	Land adjoining The Old Swan Public House, Minstel Lovell (OX29 0RW) (Minster Lovell Conference Centre)	Witney	FH	ON131943

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

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-in-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
AHG Venice Land Limited	Land lying to the south side of St Marys Street, Latchford (Latchford Sidings)	Warrington	FH	CH336937

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

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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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

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

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

AHG Venice Land Limited	Pool Cottage, Gorse Hill, Hook Heath Road, Woking GU22 0QH (Carve out land - Pool Cottage site)	Woking	FH	SY764890
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

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

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
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 SO32 2JY (Carve out land - playing fields)	Shirrell Heath	FH	HP692174

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

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
AHG Venice Land Limited	Brookmead, Warbrook Lane, Eversley, Hook RG27 0QL (Carve out land)	Eversley	FH	HP693318
AHG Venice Land Limited	Land lying to the south east of Warbrook House, Eversley, Hook RG27 0PL (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

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

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 0RW (Conference Centre - Carve out land)	Witney	FH	ON273184
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

# MG01 - continuation page

## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

De Vere Hotels No. 3 Limited	The Old Swan Hotel, Old Minster Lovell, Minster Lovell, Witney OX29 0RW (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
AHG Venice Land Limited	Land to the south of Belton Nurseries, Belton Woods, Belton Lane, Great Gonerby (Carve Out Land)	Belton	FH	LL281776

# MG01 - continuation page

## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

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
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

# MG01 - continuation page

## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

De Vere Hotels & Leisure Limited	Oulton Park Golf Course, Rothwell Lane, Leeds	Leeds	LH	WYK804165
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
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



# MG01 - continuation page

## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

De Vere Hotels & 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, Pendwyallt 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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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

De Vere 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
Obligor	Property	Town	FH/LH	Title Number

# MG01 - continuation page

## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

De Vere 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
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

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

De Vere 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
De Vere Hotels and Restaurants Limited	Dormy Hotel, New Road, West Parley	Ferndown	FH	Z1340Z

# MG01 - continuation page

## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

De Vere 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 Golf Links Road, Ferndown BH22 8DA (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

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

AHG Venice Land Limited	180 and 182 Otley Road (Spenfield House)	Leeds	FH	WYK616340
Greenall Whitley Limited	Causeway Distillery, Loushers Lane, Warrington WA4 6RY	Warrington	FH	LA349468
Verve Venues Limited	Uplands Conference House and Training Centre, Four Ashes 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
Greenalls Midlands Limited	Land adjoining the Red Lion, Old Main Road, Costock, Nottingham	Costock	FH	NT432380

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

CREDITOR	DEBTOR	AMOUNT - £'000
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

# MG01 - continuation page

## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

	De Vere 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
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

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## Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged		
Please give the short particulars of the property mortgaged or charged		
Short particulars		
	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 Limited	De Vere Group Limited	225,487
	AHG Venice Finance No 2 Limited	26,327



# MG01 - continuation page

## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

<b>Verve Venues Limited</b>	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
<b>De Vere Hotels &amp; Leisure Limited</b>	AHG Venice Land Limited	1,506
	AHG Venice Limited	627,768
	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

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Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

	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
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

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

<b>De Vere Hotels No 3 Limited</b>	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
<b>Greens Health and Fitness Limited</b>	De Vere Hotels & Leisure Limited	8,640
	De Vere Hotels & Restaurants Limited	154
	Searcy Tansley and Company Limited	184
<b>Verve Venue Properties Limited</b>	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
<b>De Vere Resort Ownership Limited</b>	De Vere Credit Limited	312
	De Vere Hotels & Restaurants Limited	154
<b>De Vere Wychwood Park Limited</b>	SPV No 2 ( Wychwood) Limited	1,805
	Verve Venues Properties Limited	18,539
<b>De Vere Wokefield Park Limited (AHG Venice SPV no.1)</b>	AHG Venice Finance No. 1 Limited	246

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

	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

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

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 Group Investments Limited	154,718
Middlemas of Kelso Limited	De Vere Group Limited	120
Oldtop Limited	De Vere Group Limited	864
Principality 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 owed jointly or severally or in any other capacity whatsoever) of each Chargor to all or any of the Beneficiaries under each or any of the Finance Documents (including, for the avoidance of doubt, any obligations and liabilities which arise as a result of the Reorganisation (as defined in the Senior Facilities

# MG01 - continuation page

## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

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.

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

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

Proprietor	TM Number	Territory	Status	Mark Text	Classes	Filing Date
Greenalls Management Limited	2170717	UK	Registered	Greenalls Season Ticket	41	27/06/98

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Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

	218229 9	UK	Registered	A Village Ale & Eating House	43	18/11/9 8
De Vere Hotels and Leisure Limited	128936 1	UK	Registered	De Vere Lion Device (Series of 2)	42	01/10/8 6
	128936 2	UK	Registered	De Vere Lion Device	42	01/10/8 6
	128936 3	UK	Registered	De Vere Hotels	42	01/10/8 6
	143750 7	UK	Registered	De Vere	41, 43	14/08/9 0
	213481 0	UK	Registered	S H Crest Device	16, 18, 25, 28, 32, 36, 41, 42	04/06/9 7
	213481 6	UK	Registered	Slaley Hall	16, 18, 25, 28, 32, 36, 41, 42	04/06/9 7
	213931 2	UK	Registered	De Vere Lion Device	41	16/07/9 7
	213931 5	UK	Registered	De Vere Lion Device (Series of 2)	41	16/07/9 7

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

	214333 4	UK	Registered	DE VERE HOTELS Hotels of Character , run with pride	41, 43	29/08/9 7
	218654 4	UK	Registered	Salingers	43	19/01/9 9
	218841 0	UK	Registered	Health Works For Health and Well Being	41, 42	10/02/9 9
	218841 6	UK	Registered	G PRIORITY One call takes care of business	41, 42	10/02/9 9
	224158 0	UK	Registered	PRIORITY One call takes care of business	41, 42	04/08/0 0
	228318 6	UK	Registered	PRIORITY & ONE Device	41, 42	13/10/0 1
	560568 8	CTM	Registered	DE VERE DELUXE	39,4 1,43 , 44	20/12/0 6
	560566 2	CTM	Registered	DE VERE VENUES	39,4 1,43 , 44	20/12/0 6
De Vere Group Limited	210791 2	UK	Registered	Bird Device	41,4 2	17/08/1 6
	448236 1	CTM	Registered	DE VERE	39, 41, 43	10/06/1 5
	2,645, 099	Spain	Registered	DE VERE	39, 41, 43	06/04/1 5



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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

	2,645,100	Spain	Registered	DE VERE & Lion Device	39,41,43	06/04/15
	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
	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

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

	219748 0	UK	Register ed	GREENALLS & G & Horn Device	32, 33, 41, 43	15/05/0 9
	142992 2	UK	Register ed	GREENALLS BITTER Label	32	29/06/1 7
	224234 1	UK	Register ed	GREENS HEALTH & FITNESS Logo (Series of 2)	41, 42	11/08/1 0
	216644 5	UK	Register ed	GREENS HEALTH & FITNESS Logo (Series of 2)	41, 43	12/05/0 8
	218656 6	UK	Register ed	METRO FROM GREENS HEALTH & FITNESS Logo	41, 43	19/01/0 9
	109055 9	UK	Register ed	OLD GLORY & Device (Series of 2)	32	06/02/0 9
	498202 1	CTM	Pending	VILLAGE	41, 43	28/03/1 6
	146910 1	UK	Register ed	VILLAGE	42	31/10/1 4
	210791 8	UK	Register ed	VILLAGE	41	17/08/9 6
	214879 5	UK	Register ed	VILLAGE HEALTH & FITNESS Logo	41, 42	24/10/0 7
	214878 8	UK	Register ed	VILLAGE HEALTH & FITNESS METRO Logo	41, 42	24/10/0 7

# MG01 - continuation page

Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

	210791 5	UK	Register ed	VILLAGE METRO LEISURE (Series of 3)	41, 42	17/08/9 6
<b>The Alternat ive Hotel Group Limited</b>	241757 8	UK	Register ed	Verve Venues	41, 43, 45	23/03/0 6
	241834 2	UK	Register ed	Verve City	41, 43, 45	31/03/0 6
	241834 4	UK	Register ed	Verve Central	35, 41, 43	31/03/0 6
	242393 1A	UK	Register ed	Steam Bake Grill, Steam Bake & Grill	25	09/06/0 6
	244198 5	UK	Examined	The Refectory Steam Bake Grill	25, 43	21/12/0 6
<b>Searcy Tansley &amp; Company Limited</b>	247818 3	UK	Register ed	SEARCY	35, 41, 43	28.01.2 008
	736170 2	Europea n Communi ty	Register ed	SEARCYS 1847	35, 41, 43	31 10 2 008
	250254 6	UK	Register ed	SEARCYS 1847 and Device	35, 41, 43	14.11.2 008
	250478 8	UK	Register ed	SEARCYS 1847 and Device	35, 41, 43	15 12 2 008

# MG01 - continuation page

## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

	247832 2	UK	Registered	THE LONGEST CHAMPAGNE BAR-BY SEARCY	35, 41, 43	29.01 2 008
	248893 8	UK	Registered	THE ST PANCRA GRAND - SEARCYS 1847 and Device	35, 41, 43	30 05 2 008

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

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

"Subsidiary" means an entity of which a person:

- (c) has direct or indirect Control; or
- (d) owns directly or indirectly more than fifty per cent. (50%) of the share capital or similar right of ownership; or
- (e) 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 all the members of De Vere Hotels and Leisure CLG Limited.

**MG01 - continuation page**  
Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

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# MG01

## Particulars of a mortgage or charge

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

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

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

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

Commission allowance or discount

None

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X *diffed chance* X

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

**MG01****Particulars of a mortgage or charge****Presenter information**

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

Contact name **Bruce Gavin (70-40438101)**

Company name **Clifford Chance LLP**

Address **(via CH London Counter)**

**10 Upper Bank Street**

**Canary Wharf**

Post town **London**

County/Region **London**

Postcode **E 1 4 5 J J**

Country **United Kingdom**

DX **149120 Canary Wharf 3**

Telephone **020 7006 1000**

**Certificate**

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

**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following:**

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

**Important information**

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

**How to pay**

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

Make cheques or postal orders payable to 'Companies House'

**Where to send**

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

**For companies registered in England and Wales.**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

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

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
DX 481 N R Belfast 1

**Further information**

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

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



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

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

**COMPANY NO. 6798902  
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 8 MARCH  
2010 AND CREATED BY AHG VENICE GROUP LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH CHARGOR TO THE SECURITY AGENT UNDER THE  
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING  
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT  
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE  
17 MARCH 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 MARCH 2010**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**