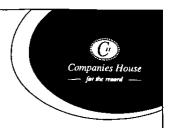
In accordance with Section 862 of the Companies Act 2006

MG06

A fee is payable with this form

Particulars of a charge subject to which property has been acquired



	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 which property has been acquired acquired for a company in Scotland To do this, p form MG06s	r FRIDAY	*A452E87M* 10/04/2015 #27 COMPANIES HOUSE
1	Company details		For official use
Company number	0 1 3 4 3 6 0 0		Filling in this form Please complete in typescript or in
Company name in full	Britannia Hotels Limited		bold black capitals
		-	All fields are mandatory unless specified or indicated by *
2	Date of the instrument (if any) creating or eviden	cing the char	ge
Date of the instrument (if any)	d 9 0 7 7 2 9 1 7 1		
3	Description of the instrument (if any) creating or	evidencing th	e charge
Description ⊕	Legal Charge		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 subje	ct to the char	·ge
	d 3 d 1		
5	Amount secured		Continuation page Please use a continuation page if
	Please give us details of the amount secured by the mortgage or	r charge	you need to enter more details
Amount secured	The owner will pay to the Bank on demand all the Owner are all the Owner's liabilities to the Bank (present, future alone or jointly with another) and include Interest at the rate charged by the Bank, calculated both daily basis and compounded according to agreement, or the days selected by the Bank any expenses the Bank or a receiver incurs (on a full include of payment) in connection with the Property or in tall exercising any power under the deed	e, actual or cont n before and aft r, in the absent demnity basis a	tingent and whether incurred ter demand or judgment on a ce of agreement, quarterly on and with Interest from the

MG06
Particulars of a charge subject to which property has been acquired

6	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	The Royal Bank of Scotland plc			
Address	1 Spinningfields Square			
	Manchester			
Postcode	M 3 3 A P			
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	The freehold land known as Britannia Country House Hotel and Rivers Didsbury, Manchester and land lying to the west and north west of Pala Manchester (Land Registry Title Nos GM748008, GM748009, GM7481 and GM747195)	atine Road, Didsbury,		

MG06

Particulars of a charge subject to which property has been acquired

8 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)

Signature

Please sign the form here

Signature

* Addlesham Goddood LLP

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

X

MG06

Particulars of a charge subject to which property has been acquired

Presenter information Important information You do not have to give any contact information, but if Please note that all information on this form will you do it will help Companies House if there is a query appear on the public record on the form and will establish where we return the original documents. The contact information you give How to pay will be visible to searchers of the public record A fee of £13 is payable to Companies House in PARKJB/304919-4221 respect of each mortgage or charge Addleshaw Goddard LLP Make cheques or postal orders payable to 'Companies House' 100 Barbırollı Square Where to send You may return this form to any Companies House address, however for expediency we advise you to Manchester return it to the appropriate address below County/Region For companies registered in England and Wales М 2 The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ **United Kingdom** DX 33050 Cardiff 14301 Manchester For companies registered in Scotland The Registrar of Companies, Companies House, 0161 934 9000 Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF Certificate DX ED235 Edinburgh 1 We will send your certificate to the presenter's address or LP - 4 Edinburgh 2 (Legal Post) if given above or to the Company's Registered Office if For companies registered in Northern Ireland you have left the presenter's information blank The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Checklist Belfast, Northern Ireland, BT2 8BG DX 481 NR Belfast 1 We may return forms completed incorrectly or with information missing Further information Please make sure you have remembered the following For further information, please see the guidance notes ☐ The company name and number match the on the website at www companieshouse goviuk or information held on the public Register email enquiries@companieshouse gov uk ☐ You have included a certified copy of the deed (if any) with this form This form is available in an ☐ You have entered the date the charge was created ☐ You have supplied the description of the instrument alternative format. Please visit the (if any) ☐ You have given the date of acquisition forms page on the website at ☐ You have given details of the amount secured by www.companieshouse.gov.uk 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

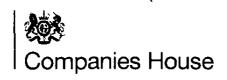
Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 1343600 CHARGE NO. 22

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE FOR ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND PLC ON ANY ACCOUNT WHATSOEVER SECURED ON THE PROPERTY ACQUIRED BY BRITANNIA HOTELS LIMITED ON THE 31 MARCH 2015 WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 10 APRIL 2015

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 APRIL 2015







WE HEREBY CERTIFY THAT THIS IS A TRUE COPY (AS REDACTED) OF THE ORIGINAL

DATE 08 / 04 / 15

07211017

4 AUG 2011

Legal Charge – Licensed Premises (1st Party – Corporate)
(06/10)

THIS IS AN IMPORTANT DEED YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING MPANIE

Owner

Britannia Country House Hotel Limited

Registered No 1311678

Bank

The Royal Bank of Scotland plc

Property: The freehold land known as Britannia Country House Hotel and Riverside Court, Paletine

Road, Didsbury, Manchester and land lying to the west and north west of Palatine Rhad Didsbury, Manchester (Land Registry Title Numbers GM748008, GM748009,

GM748600, GM748674, GM108446 and GM747195)

References to Property include any part of it and the other assets charged by Clause 2

Date 29 07 11

You must date the document

Designated Premises Supervisor, Licensable Activities, Licensing Authority, Personal Licence and Premises Licence have the same meanings as in the Licensing Act 2003

1 Owner's Obligations

The Owner will pay to the Bank on demand all the Owner's Obligations The Owner's Obligations are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include

- 1.1 Interest at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank
- 12 any expenses the Bank or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under this deed

2 Charge

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee

- 2.1 charges to the Bank all legal interest in the Property, by way of legal mortgage
- 2.2 gives to the Bank a fixed charge over any of the following property of the Owner, whether owned now or in the future
- 2 2 1 any other interest in the Property
- 2 2 2 all rents receivable from any lease granted of the Property
- 2 2 3 all the goodwill of the Owner's business carned on at the Property
- 2 2 4 the proceeds of any insurance affecting the Property
- 2.2.5 the benefit of all certificates or licences (Licences) held by the Owner, or a nominee of the Owner, for the Licensable Activities carried on at the Property
- 2 2 6 all fixtures and fittings not forming part of the Property

Form of charge filed at HM Land Registry under reference MD1188R

- 2.2.7 all plant and machinery at the Property, including any associated warranties and maintenance contracts
- 2.2.8 all furniture, furnishings, equipment, tools and other goods kept at the Property, that are not regularly disposed of in the ordinary course of business

3 Restrictions

The Owner will not, without the Bank's consent

- 3.1 permit or create any mortgage, charge or lien on the Property
- 32 dispose of the Property
- 3.3 grant, or accept a surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting
- 3.4 part with or share possession or occupation of the Property

4 Land Registry

The Owner and the Bank apply to the Land Registry to enter a restriction that "no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of the Bank referred to in the charges register." The Bank may also register any priority arrangements at the Land Registry which will then be publicly available.

5 Property Undertakings

The Owner will

- 5.1 permit the Bank at any time to inspect the Property
- 5.2 keep all Property of an insurable nature comprehensively insured (including if requested by the Bank, terrorism cover) to the Bank's reasonable satisfaction for its full reinstatement cost in default, the Bank may arrange insurance at the Owner's expense
- 5.3 hold on trust for the Bank all proceeds of any insurance of the Property. At the Bank's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Owner's Obligations.
- 5.4 where required by the Bank, deposit with the Bank all insurance policies (or copies where the Bank agrees), and all deeds and documents of title relating to the Property
- 5.5 keep the Property in good condition
- 5.6 not, without the Bank's consent, carry out any development on or make any alterations to the Property which require planning permission or approval under building regulations
- 5 7 If the Property is leasehold, comply with the terms of the lease and immediately inform the Bank if any notice is received from the lessor relating to any actual or suggested breach of the lease or threatening action or proceedings for possession or to forfeit the lease

6. Licence Undertakings

The Owner will

6.1 hold all Licences required for any Licensable Activities carried on at the Property, and will not cease to carry on any Licensable Activity without the Bank's consent

- 6.2 ensure the Designated Premises Supervisor named in the Premises Licence holds a Personal Licence
- 6.3 comply with, maintain and renew all Licences and the Personal Licence and provide copies to the Bank (and ensure that the Designated Premises Supervisor does the same)

7 Possession and Exercise of Powers

- 7.1 The Bank does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property)

 The Owner will continue in possession until the Bank takes possession
- 7 2 If the Bank makes a demand, the Bank may then take possession or exercise any of its other powers without further delay
- 7 3 Any purchaser or third party dealing with the Bank or a receiver may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made
- 7 4 The Bank will not be liable to account to the Owner for any money not actually received by the Bank

8 Appointment of Receiver

The Bank may appoint or remove a receiver or receivers of the Property If the Bank appoints a receiver, the Bank may fix and pay the receiver's fees and expenses. The receiver will be the Owner's agent and the Owner (and not the Bank) will be responsible for the acts, defaults and remuneration of the receiver.

9 Powers of the Bank and Receivers

- 9.1 The Bank or any receiver may
- 9.1.1 carry on the Owner's business that is conducted at the Property
- 9 1 2 enter, take possession of, and/or generally manage the Property
- 9 1 3 take any action necessary to preserve or renew any Licences
- 9 1 4 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on the Property
- 9.1.5 purchase any land or other property and purchase, grant or release any interest in or right over land, or the benefit of any covenants affecting any land. References to land or Property include land or other property that is purchased by the Bank or a receiver under this power.
- 9.1.6 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately
- 9.1.7 complete any transactions by executing any deeds or documents in the name of the Owner
- 9.1.8 take, continue or defend any proceedings and enter into any arrangement or compromise
- 9.1.9 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this
- 9 1 10 employ advisers, consultants, managers, agents, workmen and others
- 9 1 11 purchase or acquire materials, tools, equipment, furnishing, goods or supplies

- 9.1.12 do any acts which the Bank or a receiver considers to be incidental or beneficial to the exercise of their powers
- 9.2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations
- 9.3 Joint receivers may exercise their powers jointly or separately
- 9 4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law
- 9 5 The Bank may exercise any of its powers even if a receiver has been appointed
- 9 6 The Bank may set off any amount due from the Owner against any amount owed by the Bank to the Owner. The Bank may exercise this right, without prior notice, both before and after demand. For this purpose, the Bank may convert an amount in one currency to another, using its market rate of exchange at the relevant time.
- 9.7 Any credit balance with the Bank will not be repayable, or capable of being disposed of, charged or dealt with by the Owner, until the Owner's Obligations, both before and after demand, have been paid in full. The Bank allowing the Owner to make withdrawals will not waive this restriction.

10 Application of Payments

- 10.1 The Bank may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Bank decides
- 10.2 If the Bank receives notice of any charge or other interest affecting the Property, the Bank may suspend the operation of the Owner's account(s) and open a new account or accounts Regardless of whether the Bank suspends the account(s), any payments received by the Bank for the Owner after the date of that notice will be applied first to repay the Owner's Obligations arising after that date

11. Preservation of Other Security and Rights and Further Assurance

- 11.1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the Bank now or in the future. The Bank may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Bank's other rights.
- 11.2 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under this deed

12. Power of Attorney

To give effect to this deed and secure the exercise of any of their powers, the Owner irrevocably appoints the Bank, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name

- 12.1 to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings
- 12.2 to apply to the Licensing Authority for the renewal of any Licence or its transfer to the Bank, a nominee of the Bank or a receiver

The production of this deed will be conclusive evidence of the Owner's consent to the application

13 More than One Owner

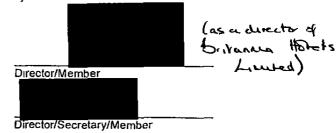
Where the Owner is more than one person the Owner's Obligations include their joint and several liabilities. References to the Owner are to them together and separately

- 14 Consents, Notices and Demands
- 14.1 All consents, notices and demands must be in writing
- 14.2 The Bank may deliver a notice or demand to the Owner at its registered office or at the contact details last known to the Bank
- A notice or demand signed by an official of the Bank will be effective at the time of personal delivery, on the second business day after posting, or, if by fax, at the time of sending, if sent before 6 00 p m on a business day, or otherwise on the next business day A business day is a weekday other than a national holiday
- 14.4 A notice from the Owner to the Bank will be effective on receipt
- 15 Transfers

The Bank may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Bank to give that person or its agent any financial or other information about the Owner. References to the Bank include its successors.

- 16. Law
- 16.1 English law governs this deed and the English courts have exclusive jurisdiction
- 16.2 For the benefit of the Bank, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction

Executed and Delivered as a deed by the Owner



If there is only one signature, which must be that of a Director/Member, a witness is required

Signed by the Director/Member in the presence of

Witness' signature

Witness' name in full

Address

Occupation