

MG01

Particulars of a mortgage or charge

192215/741



iris  
LASERFORM

**A fee is payable with this form**

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

Please see 'How to pay' on the last page



**What this form is for**

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



**What this form is not for**

You cannot use this form to register  
particulars of a charge on a  
company. To do this, use form  
MG01s

please

gov.uk



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A06

10/12/2011

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COMPANIES HOUSE

official use

10

SATURDAY

1

**Company details**

Company number 0 2 5 1 9 4 0 5

Company name in full HCCBH LIMITED (the "Company")

**Filling in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

**Date of creation of charge**

Date of creation 0 1 1 2 2 0 1 1

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

DEBENTURE dated 1 December 2011 between the Chargors and the Security Agent (the  
"Debenture")

4

**Amount secured**

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

Amount secured

All monies or liabilities due, owing or incurred to any Finance Party  
by any Obligor or Chargor under any Finance Document as at 1  
December 2011 or in the future, in any manner whether actual or  
contingent, whether incurred solely or jointly with any other  
person and whether as principal or surety, together with all  
interest accruing thereon (the "Indebtedness")

Continued on continuation page

**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
Address	Level 5 Princess House, 1 Suffolk Lane, London as security trustee for itself and the other Secured Parties (the "Security Agent")
Postcode	E C 4 R 0 A X
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 CHARGING CLAUSE****1 1 Fixed Charges**

The Company, as security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 1 December 2011 and in future, from time to time owned by it or in which it has an interest:

(a) by way of first legal mortgage all freehold and leasehold property situate in England and Wales (including the property specified in schedule 2 to the Debenture, as set out in schedule 2 hereto) together with all buildings and fixtures (including trade fixtures) on that property, and

(b) by way of first legal mortgage all the Subsidiary Shares and all corresponding Distribution Rights and Related Rights;

(c) by way of first fixed charge:

(i) the Lagonda Acquisition Documents and all Related Rights;

(ii) all other interests (not charged by way of legal mortgage under clause 3 1(a) of the Debenture, as set out in clause 1 1(a) above) in any freehold or leasehold or heritable property, the buildings, fittings and fixtures (including trade fixtures) on that property and all Related Rights,

(iii) all Related Rights relating to the property charged by way of legal mortgage under clause 3 1(a) of the Debenture, as set out in clause 1 1(a) above,

(iv) if not effectively the subject of a mortgage (whether legal or equitable) all the Subsidiary Shares and all corresponding Distribution Rights and Related Rights,

(v) all plant, machinery, vehicles, computers, office and other equipment and chattels and all Related Rights,

Continued on continuation page

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## Particulars of a mortgage or charge

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

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

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

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

Commission, allowance or discount N/A

### 8 Delivery of instrument

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

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

### 9 Signature

Please sign the form here

Signature

Signature

X *ABW SL LLP*

X

This form must be signed by a person with an interest in the registration of the 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 VZL/ASmart/470S 00381/22645859

Company name

Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode

E

C

2

A

2

H

A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111

**Certificate**

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

**Checklist**

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

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

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

**Important information**

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

**How to pay**

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

Make cheques or postal orders payable to 'Companies House'

**Where to send**

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

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

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

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

**Further information**

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

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

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## Particulars of a mortgage or charge

4	<b>Amount secured</b>
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>NOTE</p> <p>In this Form MG01</p> <p>"Accounts" means the Accounts as such term is defined in the Senior Facilities Agreement and would include the Identified Accounts,</p> <p>"Acquisition Documents" means the Acquisition Agreement, the Disclosure Letter, the Escrow Agreement (as all such terms are defined in the Senior Facilities Agreement), and any other document designated as an "Acquisition Document" by the Facility Agent and the Hadrian Parent,</p> <p>"Additional Borrower" means an Additional Borrower as such term is defined in the Senior Facilities Agreement,</p> <p>"Additional Guarantor" means an Additional Guarantor as such term is defined in the Senior Facilities Agreement,</p> <p>"Assigned Assets" means the benefit of the Company's rights (including interest) under all the Assigned Contracts as at 1 December 2011 and in future and the Accounts (and the debts represented thereby), all rental income paid under any Occupational Lease, all proceeds payable in respect of the Disposal of any Charged Property in whole or part, all proceeds payable in respect of the Insurances and the benefit of all contracts, deeds, licences, undertakings, agreements, consents, authorisations, rights, representations, warranties, securities, covenants (including the title), guarantees, bonds and indemnities or other documents of any nature as at 1 December 2011 or at any time enjoyed or held by the Company (whether formally documented or otherwise) and all Related Rights including all monies and other benefits payable to the Company in relation thereto, and all VAT payable on the same,</p> <p>"Assigned Contracts" means all Occupational Leases, the Lagonda Leaseback Documents, the Acquisition Documents, the Regal Acquisition Documents, the Intra Group Loan Agreements (and the debts represented thereby), contracts and any other agreement designated as an Assigned Contract by the Company and the Security Agent including those specified in schedule 6 (Assigned Contracts) to the Debenture (and all Assigned Contracts detailed in schedule 3 to any Security Accession Deed) as at 1 December 2011 or in the future,</p> <p>"Borrower" means an Original Borrower or an Additional Borrower who accedes to the Senior Facilities Agreement in accordance with clause 27 16 (Additional Borrowers) thereof,</p> <p>"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Debenture,</p> <p>"Chargors" means each of the companies listed in schedule 1 to the Debenture, as set out in schedule 1 hereto, and each person which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,</p> <p>"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 21 1(r) (Cancellation and Repayment) of the Senior Facilities Agreement and/or the Mezzanine Facility Agent exercising any of its rights under clause 21 1(r) (Cancellation and Repayment) of the Mezzanine Facility Agreement,</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent,</p>

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Disposal" means any charge, sale, lease, sub-lease, assignment, transfer or any agreement to enter into any of the foregoing and Dispose or Disposition shall be construed accordingly,</p> <p>"Distribution Rights" means all dividends, distributions, and other income paid or payable on a Subsidiary Share, together with all shares and other property derived from that Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),</p> <p>"Event of Default" means an Event of Default as such term is defined in the Facilities Agreements,</p> <p>"Facilities Agreements" means the Senior Facilities Agreement and the Mezzanine Facility Agreement,</p> <p>"Facility Agent" means Bank of Scotland plc,</p> <p>"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents as both such terms are defined in the Facilities Agreements,</p> <p>"Finance Parties" means the Senior Finance Parties and the Mezzanine Finance Parties as both such terms are defined in the Facilities Agreements,</p> <p>"Floating Charge Asset" means an asset charged under clause 3.2 (Floating Charge) of the Debenture, as set out in clause 1 2 of this Form MG01,</p> <p>"Guarantor" means the Original Guarantors and any Additional Guarantors who accede to the Senior Facilities Agreement in accordance with clause 27 17 (Additional Guarantors) thereof,</p> <p>"Hadrian Parent" means Venice Hadrian 4 Limited (CRN 06198392),</p> <p>"Hedging Agreements" means Hedging Agreements as such term is defined in the Senior Facilities Agreement,</p> <p>"Identified Accounts" means the accounts specified in part 1 of schedule 4 to the Debenture (or, as the case may be, schedule 4 to the relevant Security Accession Deed) and any other account designated by the Company and the Security Agent as an Other Account and any interest of the Company in any replacement account or any sub-division or sub-account of those Other Accounts,</p> <p>"Insurances" means all policies of insurance and all proceeds of them either as at 1 December 2011 or in the future held by, or written in favour of, the Company or in which it is otherwise interested to the extent of its interest, but excluding any third party liability or public liability insurance and any directors and officers insurance,</p> <p>"Intra Group Loan Agreements" means the loan agreements documenting the Intra Group Loans (as such term is defined in the Senior Facilities Agreement),</p>	

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Lagonda Acquisition Documents" means the Lagonda Acquisition Agreement, the Lagonda Escrow Agreement (as both such terms are defined in the Senior Facilities Agreement) and any other document designated as a "Lagonda Acquisition Document" by the Facility Agent and Venice BidCo 1 Limited (CRN 05839374),</p> <p>"Lagonda Leaseback Documents" means the Lagonda Leaseback Documents as such term is defined in the Senior Facilities Agreement,</p> <p>"Mezzanine Facility Agent" means Bank of Scotland plc,</p> <p>"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 24 May 2007 (as amended and restated on 11 October 2007 and 3 November 2008 and as amended on 30 September 2010 and as amended and restated on 29 November 2010, 9 June 2011 and on 1 December 2011),</p> <p>"Obligors" means Venice BidCo 1 Limited (CRN 05839374), each Guarantor and each Borrower,</p> <p>"Occupational Lease" means an occupational lease or licence to which the relevant Property (excluding the Properties described in part II of schedule 10 (Properties) to the Senior Facilities Agreement) is (or is to be) subject,</p> <p>"Original Borrower" means an Original Borrower as such term is defined in the Senior Facilities Agreement,</p> <p>"Original Guarantor" means an Original Guarantor as such term is defined in the Senior Facilities Agreement;</p> <p>"Property" means each freehold and leasehold property from time to time owned by the Company or in which the Company is otherwise interested, including the property, if any, specified in part 1 of schedule 2 to the Debenture, as set out in schedule 2 hereto (or, as the case may be schedule 1 to the relevant Security Accession Deed) and "Properties" shall mean all of them,</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the assets of the Obligors which from time to time are, or are expressed to be subject to the Transaction Security 9as such term is defined in the Senior Facilities Agreement),</p> <p>"Regal Acquisition Documents" means the Regal Business Transfer Agreement, the Regal Disclosure Letter (as both such terms are defined in the Senior Facilities Agreement), and any other document designated as a "Regal Acquisition Document" by the Facility Agent and the Regal Parent,</p> <p>"Regal Parent" means Venice Regal Limited (CRN 06311992);</p> <p>"Related Rights" means, in relation to any asset</p> <p>(a) the proceeds of Disposal of that asset or of any part of it,</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;</p>	

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities, undertakings or covenants for title in respect of that asset, and</p> <p>(d) any moneys and proceeds paid or payable in respect of that asset,</p> <p>"Secured Parties" means each Senior Finance Party from time to time party to the Senior Facilities Agreement and each Mezzanine Finance Party, any Receiver or Delegate under the same,</p> <p>"Security Accession Deed" means a deed executed by an Obligor substantially in the form set out in schedule 5 to the Debenture, with those amendments which the Security Agent may approve or reasonably require,</p> <p>"Security Interest" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Senior Facilities Agreement" means the senior facilities agreement dated 24 May 2007 (as amended and restated on 11 October 2007 and 3 November 2008 and as amended on 30 September 2010 and as amended and restated on 29 November 2010, 9 June 2011 and on 1 December 2011),</p> <p>"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006,</p> <p>"Subsidiary Shares" means all the shares owned by the Company in its Subsidiaries as at 1 December 2011 or in the future (including those listed in part 2 of schedule 2 to the Debenture, as set out in schedule 3 hereto)</p>	



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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="320 338 1037 367">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="320 389 1503 445">(vi) its rights to recover VAT on any supplies made to it relating to the Charged Property and any sums so recovered,</p> <p data-bbox="320 479 1503 557">(vii) all rights and interest in the Hedging Agreements and each of its interest as at 1 December 2011 and in future in any derivative transaction and all proceeds paid or payable thereunder and any Related Rights,</p> <p data-bbox="320 591 1503 647">(viii) all rights and interest in the Insurances, all Related Rights, including claims of any kind, returns of premium and other benefits,</p> <p data-bbox="320 680 1503 759">(ix) the benefit of all consents and agreements held by it in connection with its business or the use of any of its assets and the right to recover and receive any compensation in relation thereto,</p> <p data-bbox="320 792 1503 848">(x) all book debts and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights,</p> <p data-bbox="320 882 1503 994">(xi) all patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which it is entitled, whether registered or unregistered, the benefit of all applications and its rights to use such assets and all Related Rights,</p> <p data-bbox="320 1028 823 1057">(xii) its goodwill and uncalled capital, and</p> <p data-bbox="320 1090 1503 1169">(xiii) if not effectively assigned by clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 below, all its rights and interests in (and claims under) the Assigned Assets and Related Rights.</p> <p data-bbox="320 1202 555 1229">1.2 Floating Charge</p> <p data-bbox="320 1252 1503 1420">As further security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Agent by way of first floating charge all its assets as at 1 December 2011 and in future not effectively charged by way of first fixed charge and/or mortgage under clause 3.1 (Fixed Charges) of the Debenture, as set out in clause 1 1 above or assigned under clause 3 3 ((Security Assignment) including heritable property and all other assets in Scotland) of the Debenture, as set out in clause 1 3 below</p> <p data-bbox="320 1453 612 1480">1 3 Security Assignment</p> <p data-bbox="320 1503 1503 1648">(a) As further security for the payment of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest from time to time in the Assigned Assets provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the relevant rights, title and interest in the Assigned Assets to the Company (or as it shall direct)</p> <p data-bbox="320 1682 1503 1850">(b) Until the occurrence of an Event of Default and if so required by the Security Agent but subject to clause 8 3 (Assigned Contracts) of the Debenture, unless provided otherwise in the Finance Documents, the Company may continue to deal with the counterparties to the relevant Assigned Contracts and the Security Agent shall not be entitled to serve or deliver any notice to any person dictating or notifying or requesting any person to pay, or pay to the order of, amounts due owing or payable to the Company, to the Security Agent</p> <p data-bbox="320 1883 727 1910">1 4 Conversion of Floating Charge</p> <p data-bbox="320 1933 336 1960">If</p> <p data-bbox="320 1993 791 2022">(a) a Declared Default has occurred, or</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>(b) the Security Agent reasonably considers any Floating Charge Asset to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy,</p> <p>the Security Agent may, by notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice</p> <p><b>1 5 Automatic Conversion of Floating Charge</b></p> <p>If the Company creates (or purports to create) any Security Interest (except as permitted by the Facilities Agreements or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to or evidences an intention to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset</p> <p><b>2 FURTHER ASSURANCE</b></p> <p><b>2 1 General</b></p> <p>(a) The Company will, at its own expense, promptly following request by the Security Agent, execute such deeds and other agreements and otherwise take whatever action the Security Agent may reasonably require</p> <p>(i) to perfect and/or protect the security created (or intended to be created) under or evidenced by the Debenture,</p> <p>(ii) to facilitate the realisation or enforcement of such security,</p> <p>(iii) to facilitate the exercise of any of the Security Agent's or any Receiver's or Secured Party's rights, powers, discretions or remedies under the Debenture,</p> <p>(iv) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Interests created by the Debenture,</p> <p>(v) to confer on the Security Agent security over any assets of the Company (in whatever jurisdiction situated) equivalent or similar to the Security Interests intended to be conferred by the Debenture, and/or</p> <p>(vi) in order to create a standard security over heritable or leasehold property in Scotland or a floating charge over assets in Scotland and/or create any other effective security over any other assets having equivalent or similar effect to any charge or Security Interest created under the Debenture,</p> <p>including the conversion of charges to assignments, assignations, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever</p> <p>(b) At the request of the Security Agent, the Company shall promptly take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security Interest conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Debenture</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>2 2 Conversion of Equitable Mortgage into Legal Mortgage</p> <p>If</p> <p>(a) a Declared Default has occurred, or</p> <p>(b) the Security Agent reasonably considers any Subsidiary Share to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy</p> <p>the Security Agent may, by notice to the Company, request that such Company converts the equitable mortgage created under clause 3 1(b) (Fixed Charges) of the Debenture, as set out in clause 1 1(b) above, into a legal mortgage as regards those Subsidiary Shares which the Security Agent specifies in the notice (the "Specified Investments") The Company shall, at its own expense, promptly execute such deeds and other agreements and otherwise take whatever action the Security Agent may require (acting reasonably) in order to perfect and/or protect the security created (or intended to be created) pursuant to clause 5 3 of the Debenture, as set out in this clause 2 2, over the Specified Investments</p> <p>3 NEGATIVE PLEDGE</p> <p>(a) The Company shall not create nor agree to create nor permit to subsist any Security Interest over all or any part of its assets (including the Properties) other than as permitted by the Facilities Agreements subject always to the conditions of the Facilities Agreements</p> <p>(b) The Company will not, either in a single transaction or in a series of transactions whether related or not and whether voluntarily or involuntarily, sell, transfer or otherwise dispose of any asset (including a Property) other than as permitted by the Facilities Agreements and subject always to the conditions of the Facilities Agreements.</p>	

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	Please give the short particulars of the property mortgaged or charged																																																																																																					
Short particulars	<div>SCHEDULES</div> <div>SCHEDULE 1</div> <div>The Chargors</div> <table><tr><th>Company Name</th><th>Company Number</th></tr><tr><td>Principal Hayley Group Limited</td><td>04977436</td></tr><tr><td>Troy Management Services (George) Limited</td><td>05425343</td></tr><tr><td>Troy Management Services (Leeds Metropole) Limited</td><td>04977435</td></tr><tr><td>Troy Management Services (Selsdon Park) Limited</td><td>04977813</td></tr><tr><td>Troy Management Services (Russell) Limited</td><td>04977433</td></tr><tr><td>Troy Management Services (Royal York) Limited</td><td>04977629</td></tr><tr><td>Troy Management Services (Manchester Palace) Limited</td><td>04977164</td></tr><tr><td>Venice Owl Limited</td><td>06137905</td></tr><tr><td>Venice Hawkstone Bidco Limited</td><td>06138595</td></tr><tr><td>Hawkstone Bidco Limited</td><td>06138538</td></tr><tr><td>Principal Hayley Hotels Limited</td><td>06311962</td></tr><tr><td>Venice Antler 4 Limited</td><td>06067179</td></tr><tr><td>Venice St David's Bidco Limited</td><td>06067353</td></tr><tr><td>St David's Bidco Limited</td><td>06067185</td></tr><tr><td>Venice St David's TradeCo Limited</td><td>06067349</td></tr><tr><td>Venice Hadrian 4 Limited</td><td>06198392</td></tr><tr><td>Venice GuaranteeCo Limited</td><td>06248338</td></tr><tr><td>Hadrian Bidco Limited</td><td>06198387</td></tr><tr><td>Hadrian Bidco 1 Limited</td><td>06198404</td></tr><tr><td>Hadrian Bidco 2 Limited</td><td>06220852</td></tr><tr><td>Hadrian TradeCo Limited</td><td>06220918</td></tr><tr><td>Venice (St David's) Hotel Limited</td><td>03299012</td></tr><tr><td>Hawkstone Park Limited</td><td>03977187</td></tr><tr><td>Hayley Conference Centres Holdings Limited</td><td>05436673</td></tr><tr><td>Principal Hayley Limited</td><td>06137931</td></tr><tr><td>Hayley Conference Centres Ltd</td><td>02025334</td></tr><tr><td>Hayley Conference Centres Enterprise Limited</td><td>05947002</td></tr><tr><td>Hayley Conference Centres Acquisitions Limited</td><td>05576842</td></tr><tr><td>Hayley Conference Centres Group Limited</td><td>03908294</td></tr><tr><td>Venue Reservation Services Limited</td><td>03223544</td></tr><tr><td>HCCBH Limited</td><td>02519405</td></tr><tr><td>HCCAH Limited</td><td>05096889</td></tr><tr><td>HCC Group Properties Limited</td><td>05971189</td></tr><tr><td>HCC Properties Limited</td><td>05946999</td></tr><tr><td>Alexandra House Properties Limited</td><td>05965421</td></tr><tr><td>Beaumont House Properties Limited</td><td>05971173</td></tr><tr><td>Cranage Hall Properties Limited</td><td>05940107</td></tr><tr><td>Principal Hayley Conference Centres Limited</td><td>06311945</td></tr><tr><td>Ettington Chase Properties Limited</td><td>05944125</td></tr><tr><td>Eastwood Hall Properties Limited</td><td>05940087</td></tr><tr><td>Horwood House Properties Limited</td><td>05946950</td></tr><tr><td>Sedgebrook Hall Properties Limited</td><td>05944123</td></tr><tr><td>Wotton House Properties Limited</td><td>05965427</td></tr><tr><td>Wotton PropCo Limited</td><td>06220926</td></tr><tr><td>Wotton TradeCo Limited</td><td>06198412</td></tr><tr><td>Venice Regal Bidco Limited</td><td>06311910</td></tr><tr><td>Venice Regal Derby Limited</td><td>06291448</td></tr><tr><td>Venice Regal Sheffield Limited</td><td>06291350</td></tr><tr><td>Venice Regal Solihull Limited</td><td>06311941</td></tr></table>		Company Name	Company Number	Principal Hayley Group Limited	04977436	Troy Management Services (George) Limited	05425343	Troy Management Services (Leeds Metropole) Limited	04977435	Troy Management Services (Selsdon Park) Limited	04977813	Troy Management Services (Russell) Limited	04977433	Troy Management Services (Royal York) Limited	04977629	Troy Management Services (Manchester Palace) Limited	04977164	Venice Owl Limited	06137905	Venice Hawkstone Bidco Limited	06138595	Hawkstone Bidco Limited	06138538	Principal Hayley Hotels Limited	06311962	Venice Antler 4 Limited	06067179	Venice St David's Bidco Limited	06067353	St David's Bidco Limited	06067185	Venice St David's TradeCo Limited	06067349	Venice Hadrian 4 Limited	06198392	Venice GuaranteeCo Limited	06248338	Hadrian Bidco Limited	06198387	Hadrian Bidco 1 Limited	06198404	Hadrian Bidco 2 Limited	06220852	Hadrian TradeCo Limited	06220918	Venice (St David's) Hotel Limited	03299012	Hawkstone Park Limited	03977187	Hayley Conference Centres Holdings Limited	05436673	Principal Hayley Limited	06137931	Hayley Conference Centres Ltd	02025334	Hayley Conference Centres Enterprise Limited	05947002	Hayley Conference Centres Acquisitions Limited	05576842	Hayley Conference Centres Group Limited	03908294	Venue Reservation Services Limited	03223544	HCCBH Limited	02519405	HCCAH Limited	05096889	HCC Group Properties Limited	05971189	HCC Properties Limited	05946999	Alexandra House Properties Limited	05965421	Beaumont House Properties Limited	05971173	Cranage Hall Properties Limited	05940107	Principal Hayley Conference Centres Limited	06311945	Ettington Chase Properties Limited	05944125	Eastwood Hall Properties Limited	05940087	Horwood House Properties Limited	05946950	Sedgebrook Hall Properties Limited	05944123	Wotton House Properties Limited	05965427	Wotton PropCo Limited	06220926	Wotton TradeCo Limited	06198412	Venice Regal Bidco Limited	06311910	Venice Regal Derby Limited	06291448	Venice Regal Sheffield Limited	06291350	Venice Regal Solihull Limited	06311941
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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 Name	Company Number
Troy Management Services (Glasgow) Limited	06874982
Grand Central Hotel Company Limited	06874981
Troy Management Services (Connaught Rooms) Limited	06809588
Venice Regal Limited	06311992
Venice SpareCo Limited	05894320
Venice Spareco 2 Limited	05947281
Venice BldCo 1 Limited	05839374
Principal Hayley Hotels (TMS) Limited	06311912

#### SCHEDULE 2 Details of Properties

##### Registered Land

None as at 1 December 2011

##### Unregistered Land

None as at 1 December 2011

#### SCHEDULE 3 Subsidiary Shares

Subsidiary	Number and class of shares
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None as at 1 December 2011



FILE COPY

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

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

COMPANY NO. 2519405  
CHARGE NO. 10

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 DECEMBER  
2011 AND CREATED BY HCCBH LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR OR  
CHARGOR TO ANY FINANCE PARTY ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 10 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 DECEMBER  
2011



Companies House  
— for the record —

DX



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES