



Registration of a Charge

Company name: **CALLERS-LINDEN HOLDINGS LIMITED**

Company number: **03083842**



X3412ER5

Received for Electronic Filing: **20/03/2014**

Details of Charge

Date of creation: **19/03/2014**

Charge code: **0308 3842 0012**

Persons entitled: **BANK OF SCOTLAND PLC AS SECURITY TRUSTEE FOR ITSELF AND THE OTHER SECURED PARTIES (AS MORE PARTICULARLY DEFINED IN THE INSTRUMENT EVIDENCING THE CHARGE ACCOMPANYING THIS FORM MR01)**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

AINSLEY REID ON BEHALF OF MACLAY MURRAY & SPENS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3083842

Charge code: 0308 3842 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th March 2014 and created by CALLERS-LINDEN HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th March 2014 .

Given at Companies House, Cardiff on 21st March 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED: 19 March 2014

ENGLISH DEED OF CONFIRMATION

BY

THE COMPANIES
as listed herein

IN FAVOUR OF

BANK OF SCOTLAND PLC
as Security Trustee

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THIS DEED OF CONFIRMATION is granted as a deed on 19 March 2014 by:

- (1) **THE COMPANIES** listed in the Schedule (each a “**Charging Company**” and together the “**Charging Companies**”);

in favour of

- (2) **BANK OF SCOTLAND PLC** as security trustee for itself and the other Secured Parties (the “**Security Trustee**”).

WHEREAS:

- (A) The Charging Companies and the Security Trustee, among others, entered into a facilities agreement dated 19 October 2005 as amended and restated on 4 February 2008, 19 June 2009 and 29 October 2010 and amended on 20 December 2012, 1 October 2013, 20 December 2013, 30 January 2014 and 26 February 2014 (the “**Facilities Agreement**”).
- (B) Pursuant to the above, each Charging Company granted in favour of the Security Trustee the security documents to which it is a party listed in the Schedule (the “**Security Documents**”).
- (C) The Charging Companies and the Security Trustee, among others, have agreed to a further amendment and restatement of the Facilities Agreement pursuant to the terms of a restatement agreement dated on or about the date hereof between, among others, the Charging Companies and the Security Trustee (the “**Restatement Agreement**”).
- (D) Under the terms of the Restatement Agreement, the Charging Companies are required to enter into this Deed to confirm the terms of the Security Documents.

IT IS AGREED as follows:

1. **GENERAL**

Terms defined in the Facilities Agreement have the same meaning when used in this Deed.

2. **CONFIRMATION AND AMENDMENT**

Each Charging Company irrevocably and unconditionally confirms for the benefit of the Security Trustee that:

- 2.1 the Security Documents and the security granted thereunder remain in full force and effect notwithstanding the entry into this Deed and the Restatement Agreement;

- 2.2 paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to the floating charge contained in each of the debentures and bond and floating charges listed in the Schedule;
- 2.3 with effect on and from the date of this Deed, the Security Documents will be amended and supplemented by this Deed so that all references in the Finance Documents to the Security Documents shall include this Deed and this Deed shall be read as one with the Security Documents; and
- 2.4 with effect on and from the date of this Deed, any reference in any Finance Document to a Finance Document will include such Finance Document as amended, varied, supplemented, novated, restated or replaced from time to time.

3. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

4. **PARTIAL INVALIDITY**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

5. **GOVERNING LAW**

This Deed is governed by English law.

IN WITNESS WHEREOF this Deed has been executed as a deed on the date stated at the beginning of this Deed.

SCHEDULE

	Charging Company	Company Number	Security	Date of Creation	Date of Registration at Companies House
1.	Macdonald Hotels Limited	SC247423	1. Floating Charge 2. Pledge of Proceeds Account 3. Standard Security 4. Debenture 5. Floating Charge 6. Standard Security 7. Standard Security 8. Share Pledge 9. Pledge of Accounts 10. Legal Charge 11. Share Pledge 12. Assignment in Security	19.10.2005 19.10.2005 04.12.2006 29.10.2010 29.10.2010 10.11.2010 10.11.2010 29.10.2010 29.10.2010 11.01.2011 21.02.2011 03.11.2011	27.10.2005 02.11.2005 12.12.2006 04.11.2010 04.11.2010 18.11.2010 18.11.2010 04.11.2010 04.11.2010 19.01.2011 04.03.2011 11.11.2011
2.	Macdonald Hotels and Resorts Limited	SC125204	1. Floating Charge 2. Standard Security 3. Debenture 4. Floating Charge 5. Standard Security 6. Legal Charge 7. Share Pledge	19.10.2005 31.10.2005 29.10.2010 29.10.2010 10.11.2010 29.10.2010 29.10.2010	27.10.2005 07.11.2005 04.11.2010 04.11.2010 18.11.2010 12.11.2010 04.11.2010
3.	Ledge 563 Limited	SC213290	1. Legal Charge 2. Floating Charge 3. Floating Charge 4. Debenture	19.10.2005 19.10.2005 19.10.2005 29.10.2010	27.10.2005 27.10.2005 27.10.2005 04.11.2010

	Charging Company	Company Number	Security	Date of Creation	Date of Registration at Companies House
			5. Floating Charge	29.10.2010	04.11.2010
			6. Legal Charge	29.10.2010	12.11.2010
			7. Legal Charge	29.10.2010	12.11.2010
			8. Legal Charge	29.10.2010	12.11.2010
			9. Legal Charge	29.10.2010	12.11.2010
			10. Legal Charge	29.10.2010	12.11.2010
			11. Legal Charge	29.10.2010	12.11.2010
4.	Callers-Linden Holdings Limited	03083842	1. Debenture	19.10.2005	27.10.2005
			2. Legal Charge	19.10.2005	27.10.2005
			3. Debenture	29.10.2010	04.11.2010
			4. Legal Charge	29.10.2010	16.11.2010
			5. Legal Charge	29.10.2010	16.11.2010
5.	Macdonald Hotels (Management) Limited	SC141208	1. Floating Charge	19.10.2005	27.10.2005
			2. Debenture	29.10.2010	04.11.2010
			3. Floating Charge	29.10.2010	04.11.2010
6.	Intra Inns Limited	00921405	1. Debenture	19.10.2005	27.10.2005
			2. Legal Charge	19.10.2005	27.10.2005
			3. Debenture	29.10.2010	04.11.2010
			4. Legal Charge	29.10.2010	16.11.2010
7.	Leisure Resorts Management Limited	SC127664	1. Floating Charge	19.10.2005	27.10.2005
			2. Debenture	29.10.2010	04.11.2010
			3. Floating Charge	29.10.2010	04.11.2010
8.	Macdonald Resorts Limited	SC019593	1. Legal Charge	19.10.2005	27.10.2005
			2. Floating Charge	19.10.2005	27.10.2005
			3. Floating Charge	19.10.2005	27.10.2005

	Charging Company	Company Number	Security	Date of Creation	Date of Registration at Companies House
			4. Standard Security	31.10.2005	07.11.2005
			5. Standard Security	31.10.2005	07.11.2005
			6. Standard Security	08.11.2005	23.11.2005
			7. Debenture	29.10.2010	04.11.2010
			8. Floating Charge	29.10.2010	04.11.2010
			9. Standard Security	10.11.2010	18.11.2010
			10. Standard Security	10.11.2010	18.11.2010
			11. Standard Security	10.11.2010	18.11.2010
			12. Standard Security	10.11.2010	18.11.2010
			13. Legal Charge	29.10.2010	12.11.2010
			14. Share Pledge	29.10.2010	04.11.2010
			15. Legal Charge	27.04.2012	01.05.2012
			16. Share Pledge	20.12.2012	21.12.2012
9.	Macdonald Resorts (La Ermita) Limited	SC187439	1. Floating Charge	19.10.2005	27.10.2005
			2. Debenture	29.10.2010	04.11.2010
			3. Floating Charge	29.10.2010	04.11.2010
10.	The Forest Hills Hotel (Loch Ard Aberfoyle) Limited	00858805	1. Debenture	19.10.2005	27.10.2005
			2. Standard Security	19.10.2005	08.11.2005
			3. Standard Security	19.10.2005	08.11.2005
			4. Standard Security	10.11.2010	18.11.2010
			5. Standard Security	10.11.2010	18.11.2010
11.	Leila Playa No.4 Limited	01981477	1. Debenture	19.10.2005	27.10.2005
			2. Debenture	29.10.2010	04.11.2010
12.	Macdonald Dona Lola No.1 Limited	02099183	1. Debenture	19.10.2005	27.10.2005
			2. Debenture	29.10.2010	04.11.2010

	Charging Company	Company Number	Security	Date of Creation	Date of Registration at Companies House
13.	Craxton Wood Developments Limited	00936032	1. Debenture 2. Legal Charge 3. Debenture 4. Legal Charge	19.10.2005 19.10.2005 29.10.2010 29.10.2010	27.10.2005 27.10.2005 04.11.2010 16.11.2010
14.	Inchyra Services Limited	SC078977	1. Floating Charge 2. Debenture 3. Floating Charge 4. Share Pledge	19.10.2005 29.10.2010 29.10.2010 29.10.2010	27.10.2005 04.11.2010 04.11.2010 04.11.2010
15.	Inchyra Grange Hotel Limited	SC060447	1. Floating Charge 2. Standard Security 3. Standard Security 4. Debenture 5. Floating Charge 6. Standard Security 7. Standard Security	19.10.2005 31.10.2005 01.11.2005 29.10.2010 29.10.2010 10.11.2010 10.11.2010	27.10.2005 07.11.2005 08.11.2005 04.11.2010 04.11.2010 18.11.2010 18.11.2010
16.	Macdonald Hotels (Manchester) Ltd	SC268023	1. Legal Charge 2. Floating Charge 3. Floating Charge 4. Legal Charge 5. Debenture 6. Floating Charge 7. Legal Charge 8. Legal Charge	19.10.2005 19.10.2005 01.10.2007 01.10.2007 29.10.2010 29.10.2010 29.10.2010 29.10.2010	27.10.2005 27.10.2005 22.10.2007 22.10.2007 04.11.2010 04.11.2010 12.11.2010 12.11.2010
17.	Macdonald Marine Limited	05903109	1. Debenture 2. Bond and Floating Charge	12.12.2006 12.12.2006	02.01.2007 02.01.2007

	Charging Company	Company Number	Security	Date of Creation	Date of Registration at Companies House
			3. Standard Security	12.12.2006	01.02.2007
			4. Debenture	29.10.2010	04.11.2010
			5. Standard Security	10.11.2010	18.11.2010
18.	Macdonald Rusacks Limited	05903389	1. Debenture	12.12.2006	02.01.2007
			2. Bond and Floating Charge	12.12.2006	02.01.2007
			3. Standard Security	12.12.2006	01.02.2007
			4. Debenture	29.10.2010	04.11.2010
			5. Standard Security	10.11.2010	18.11.2010
			6. Standard Security	10.11.2010	18.11.2010
19.	Macdonald Botley Park Limited	05903092	1. Legal Charge	12.12.2006	19.12.2006
			2. Debenture	12.12.2006	19.12.2006
			3. Debenture	29.10.2010	04.11.2010
			4. Legal Charge	29.10.2010	16.11.2010
			5. Legal Charge	29.10.2010	16.11.2010
20.	Macdonald Alveston Limited	05948390	1. Debenture	16.10.2006	25.10.2006
			2. Legal Charge	16.10.2006	25.10.2006
			3. Debenture	29.10.2010	04.11.2010
			4. Legal Charge	29.10.2010	16.11.2010
21.	Macdonald Berystede Limited	05948377	1. Debenture	16.10.2006	25.10.2006
			2. Legal Charge	16.10.2006	25.10.2006
			3. Debenture	29.10.2010	04.11.2010
			4. Legal Charge	29.10.2010	16.11.2010
22.	Macdonald Blossoms Limited	05948437	1. Legal Charge	12.12.2006	19.12.2006
			2. Debenture	12.12.2006	28.12.2006

	Charging Company	Company Number	Security	Date of Creation	Date of Registration at Companies House
			3. Legal Charge	08.08.2007	11.08.2007
			4. Debenture	29.10.2010	04.11.2010
			5. Legal Charge	29.10.2010	16.11.2010
23.	Macdonald Compleat Angler Limited	05948433	1. Debenture	16.10.2006	25.10.2006
			2. Legal Charge	16.10.2006	25.10.2006
			3. Debenture	29.10.2010	04.11.2010
			4. Legal Charge	29.10.2010	16.11.2010
			5. Legal Charge	29.10.2010	16.11.2010
			6. Legal Charge	29.10.2010	16.11.2010
			7. Legal Charge	29.10.2010	16.11.2010
			8. Legal Charge	29.10.2010	16.11.2010
24.	MH Apartments Limited	05948330	1. Debenture	16.10.2006	01.11.2006
			2. Bond and Floating Charge	30.10.2006	02.11.2006
			3. Standard Security	16.10.2006	12.12.2006
			4. Legal Charge	12.12.2006	19.12.2006
			5. Debenture	29.10.2010	04.11.2010
25.	Macdonald Inchyra Grange Limited	05948399	1. Debenture	16.10.2006	25.10.2006
			2. Bond and Floating Charge	16.10.2006	25.10.2006
			3. Standard Security	16.10.2006	12.12.2006
			4. Debenture	29.10.2010	04.11.2010
			5. Standard Security	10.11.2010	18.11.2010
26.	Macdonald Crutherland Limited	05948367	1. Debenture	16.10.2006	25.10.2006
			2. Bond and Floating Charge	16.10.2006	25.10.2006

	Charging Company	Company Number	Security	Date of Creation	Date of Registration at Companies House
			3. Standard Security	04.12.2006	12.12.2006
			4. Debenture	29.10.2010	04.11.2010
			5. Standard Security	10.11.2010	18.11.2010
			6. Standard Security	10.11.2010	18.11.2010
27.	Macdonald Bear Limited	05948334	1. Debenture	16.10.2006	25.10.2006
			2. Legal Charge	16.10.2006	25.10.2006
			3. Legal Charge	18.12.2006	21.12.2006
			4. Legal Charge	10.11.2007	16.11.2007
			5. Debenture	29.10.2010	04.11.2010
			6. Legal Charge	29.10.2010	16.11.2010
			7. Legal Charge	29.10.2010	16.11.2010
			8. Legal Charge	29.10.2010	16.11.2010
			9. Legal Charge	29.10.2010	16.11.2010
			10. Legal Charge	29.10.2010	16.11.2010
			11. Legal Charge	29.10.2010	16.11.2010
28.	Bobsleigh Inn Limited	05948480	1. Legal Charge	12.12.2006	19.12.2006
			2. Debenture	12.12.2006	19.12.2006
			3. Legal Charge	27.07.2007	11.08.2007
			4. Debenture	29.10.2010	04.11.2010
			5. Legal Charge	29.10.2010	12.11.2010
			6. Legal Charge	29.10.2010	12.11.2010
			7. Legal Charge	29.10.2010	12.11.2010
			8. Legal Charge	29.10.2010	12.11.2010
			9. Legal Charge	29.10.2010	12.11.2010

	Charging Company	Company Number	Security	Date of Creation	Date of Registration at Companies House
29.	Macdonald Kilhey Court Limited	05948311	1. Debenture 2. Legal Charge 3. Debenture 4. Legal Charge	12.12.2006 12.12.2006 29.10.2010 29.10.2010	19.12.2006 19.12.2006 04.11.2010 16.11.2010
30.	Lymm Hotel Limited	05948307	1. Debenture 2. Legal Charge 3. Debenture 4. Legal Charge	12.12.2006 12.12.2006 29.10.2010 29.10.2010	19.12.2006 19.12.2006 04.11.2010 16.11.2010
31.	Macdonald Tickled Trout Limited	05948291	1. Debenture 2. Legal Charge 3. Debenture 4. Legal Charge	16.10.2006 16.10.2006 29.10.2010 29.10.2010	25.10.2006 25.10.2006 04.11.2010 16.11.2010
32.	Macdonald Swan Grasmere Limited	05948397	1. Debenture 2. Legal Charge 3. Debenture 4. Legal Charge 5. Legal Charge	16.10.2006 16.10.2006 29.10.2010 29.10.2010 29.10.2010	25.10.2006 25.10.2006 04.11.2010 16.11.2010 16.11.2010
33.	Macdonald Old England Limited	05948242	1. Debenture 2. Legal Charge 3. Debenture 4. Legal Charge 5. Legal Charge	16.10.2006 16.10.2006 29.10.2010 29.10.2010 29.10.2010	25.10.2006 25.10.2006 04.11.2010 16.11.2010 16.11.2010
34.	Macdonald Leeming House Limited	05948329	1. Debenture 2. Legal Charge 3. Debenture	16.10.2006 16.10.2006 29.10.2010	25.10.2006 25.10.2006 04.11.2010

	Charging Company	Company Number	Security	Date of Creation	Date of Registration at Companies House
			4. Legal Charge	29.10.2010	16.11.2010
			5. Legal Charge	29.10.2010	16.11.2010
			6. Legal Charge	29.10.2010	16.11.2010
35.	Macdonald Ansty Hall Limited	05948384	1. Debenture	12.12. 2006	28.12.2006
			2. Legal Charge	12.12.2006	28.12.2006
			3. Debenture	29.10.2010	04.11.2010
			4. Legal Charge	29.10.2010	16.11.2010
			5. Legal Charge	29.10.2010	16.11.2010
			6. Legal Charge	29.10.2010	16.11.2010
36.	Macdonald Frimley Hall Limited	05948458	1. Debenture	16.10.2006	25.10.2006
			2. Legal Charge	16.10.2006	25.10.2006
			3. Debenture	29.10.2010	04.11.2010
			4. Legal Charge	29.10.2010	12.11.2010
			5. Legal Charge	29.10.2010	12.11.2010
37.	Macdonald Houstoun House Limited	05960340	1. Debenture	16.10.2006	25.10.2006
			2. Bond and Floating Charge	16.10.2006	25.10.2006
			3. Debenture	29.10.2010	04.11.2010
38.	Macdonald Holyrood Limited	06030293	1. Debenture	21.12.2006	28.12.2006
			2. Bond and Floating Charge	21.12.2006	28.12.2006
			3. Debenture	29.10.2010	04.11.2010
39.	Holyrood Hotels Limited	SC179571	1. Standard Security	15.01.1999	18.01.1999
			2. Bond & Floating Charge	15.01.1999	19.01.1999
			3. Bond & Floating	29.11.2005	06.12.2005

	Charging Company	Company Number	Security	Date of Creation	Date of Registration at Companies House
			Charge		
			4. Standard Security	16.01.2006	20.01.2006
			5. Debenture	29.10.2010	04.11.2010
			6. Floating Charge	29.10.2010	04.11.2010
			7. Standard Security	10.11.2010	18.11.2010
40.	Cardrona Hotel, Golf & Country Club Limited	SC187420	1. Standard Security	10.04.2000	11.04.2000
			2. Bond & Floating Charge	07.04.2000	12.04.2000
			3. Floating Charge	03.11.2005	11.11.2005
			4. Standard Security	24.11.2005	02.12.2005
			5. Debenture	29.10.2010	04.11.2010
			6. Floating Charge	29.10.2010	04.11.2010
			7. Standard Security	10.11.2010	18.11.2010
41.	Macdonald Aviemore Highland Resort Limited	SC360380	1. Bond & Floating Charge	19.06.2009	30.06.2009
			2. Standard Security	25.06.2009	02.07.2009
			3. Debenture	29.10.2010	04.11.2010
			4. Floating Charge	29.10.2010	04.11.2010
			5. Standard Security	10.11.2010	18.11.2010
42.	Macdonald Hotels Aviemore Development Limited	SC359386	1. Floating Charge	19.06.2009	30.06.2009
			2. Standard Security	25.06.2009	02.07.2009
			3. Debenture	29.10.2010	04.11.2010
			4. Floating Charge	29.10.2010	04.11.2010
			5. Standard Security	10.11.2010	18.11.2010
43.	Hill Valley Hotel Golf & Country Club Limited	04934492	1. Debenture	18.11.2003	27.11.2003
			2. Legal Charge	18.11.2003	17.11.2003

	Charging Company	Company Number	Security	Date of Creation	Date of Registration at Companies House
			3. Debenture	29.10.2010	04.11.2010
			4. Legal Charge	29.10.2010	16.11.2010
44.	Egerton House Hotel (Bolton) Limited	04970163	1. Debenture	24.12.2003	06.01.2004
			2. Legal Charge	24.12.2003	06.01.2004
			3. Debenture	29.10.2010	04.11.2010
			4. Legal Charge	29.10.2010	16.11.2010
45.	Macdonald Forest Hills (Aberfoyle) Limited	SC308947	1. Debenture	29.10.2010	04.11.2010
			2. Floating Charge	29.10.2010	04.11.2010
46.	Macdonald Portland Limited	SC383972	1. Debenture	29.10.2010	04.11.2010
			2. Floating Charge	29.10.2010	04.11.2010
47.	Pittodrie Group Limited	SC138396	1. Floating Charge	16.10.1992	23.10.1992
			2. Debenture	29.10.2010	04.11.2010
			3. Floating Charge	29.10.2010	04.11.2010
			4. Share Pledge	29.10.2010	04.11.2010
48.	MDH 123 Limited	SC115181	1. Debenture	29.10.2010	04.11.2010
			2. Floating Charge	29.10.2010	04.11.2010
49.	Timeshare Options Limited	SC367665	1. Debenture	29.10.2010	04.11.2010
			2. Floating Charge	29.10.2010	04.11.2010
50.	Macdonald Resort Ownership Limited	SC383976	1. Debenture	29.10.2010	04.11.2010
			2. Floating Charge	29.10.2010	04.11.2010
51.	Macdonald Resorts (Vale d'Oliveiras) Limited	SC426338	1. Floating Charge	20.12.2012	21.12.2012
52.	Thainstone House Hotels Limited	SC131433	1. Floating Charge	19.10.2005	27.10.2005

SIGNATURES

Executed and delivered as a deed
for and on behalf of
MACDONALD HOTELS LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

JONATHAN HAROMAN Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
MACDONALD HOTELS AND RESORTS LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

JONATHAN HAROMAN Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
LEDGE 563 LIMITED
acting by:

..... Director

in the presence of:

[Signature] Witness Signature

..... Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
CALLERS-LINDEN HOLDINGS LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

JONATHAN HAROMAN Witness name

111, 111, 111, 111 Address

.....

Executed and delivered as a deed
for and on behalf of
MACDONALD HOTELS (MANAGEMENT) LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

JONATHAN HAROMAN Witness name

111, 111, 111, 111 Address

.....

Executed and delivered as a deed
for and on behalf of
INTRA INNS LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

JONATHAN HAROMAN Witness name

111, 111, 111, 111 Address

.....

Executed and delivered as a deed
for and on behalf of
LEISURE RESORTS MANAGEMENT LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

JONATHAN HAROMAN..... Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
MACDONALD RESORTS LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

JONATHAN HAROMAN..... Witness name

16..... Address

.....

Executed and delivered as a deed
for and on behalf of
MACDONALD RESORTS (LA ERMITA) LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

JONATHAN HAROMAN..... Witness name

16..... Address

.....

Executed and delivered as a deed
for and on behalf of

THE FOREST HILLS HOTEL (LOCH ARD ABERFOYLE) LIMITED

acting by:

..... Director

in the presence of:

..... Witness Signature

JONATHAN HAROMAN..... Witness name

1st Floor, Loch Ard Hotel, Loch Ard, Aberfoyle, Scotland..... Address

.....

Executed and delivered as a deed
for and on behalf of

LEILA PLAYA NO. 4 LIMITED

acting by:

..... Director

in the presence of:

..... Witness Signature

JONATHAN HAROMAN..... Witness name

1st Floor, Loch Ard Hotel, Loch Ard, Aberfoyle, Scotland..... Address

.....

Executed and delivered as a deed
for and on behalf of

MACDONALD DONA LOLA NO. 1 LIMITED

acting by:

..... Director

in the presence of:

..... Witness Signature

Jonathan Haroman..... Witness name

1st Floor, Loch Ard Hotel, Loch Ard, Aberfoyle, Scotland..... Address

.....

Executed and delivered as a deed
for and on behalf of
CRAXTON WOOD DEVELOPMENTS LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

Jonathan Brindle Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
INCHYRA SERVICES LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

Jonathan Brindle Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
INCHYRA GRANGE HOTEL LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

Jonathan Brindle Witness name

..... Address

.....

Executed and delivered as a deed

for and on behalf of

MACDONALD HOTELS (MANCHESTER) LTD

acting by:

..... Director

in the presence of:

..... Witness Signature

Jonathan Brindle Witness name

..... Address

.....

Executed and delivered as a deed

for and on behalf of

MACDONALD MARINE LIMITED

acting by:

..... Director

in the presence of:

..... Witness Signature

Jonathan Brindle Witness name

..... Address

.....

Executed and delivered as a deed

for and on behalf of

MACDONALD RUSACKS LIMITED

acting by:

..... Director

in the presence of:

..... Witness Signature

Jonathan Brindle Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
MACDONALD BOTLEY PARK LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

Jonathan Brindle Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
MACDONALD ALVESTON LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

Jonathan Brindle Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
MACDONALD BERYSTEDE LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

Jonathan Brindle Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
MACDONALD BLOSSOMS LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

Jonathan Brindle Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
MACDONALD COMPLEAT ANGLER LIMITED
acting by:

R. G. K. W. Director

in the presence of:

..... Witness Signature

Jonathan Brindle Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
MH APARTMENTS LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

Jonathan Brindle Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
MACDONALD INCHYRA GRANGE LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

MORAY JOHN MACDONALD Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
MACDONALD CRUTHERLAND LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

MORAY JOHN MACDONALD Witness name

..... Address

Executed and delivered as a deed
for and on behalf of
MACDONALD BEAR LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

MORAY JOHN MACDONALD Witness name

..... Address

.....

.....

Executed and delivered as a deed
for and on behalf of
BOBSLEIGH INN LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

..... *MR LAY JOHN MACDONALD* Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
MACDONALD KILHEY COURT LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

..... *MR LAY JOHN MACDONALD* Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
LYMM HOTEL LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

..... *MR LAY JOHN MACDONALD* Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
MACDONALD TICKLED TROUT LIMITED
acting by:

..... Director

in the presence of: 
..... Witness Signature

MORAY JOHN MACDONALD Witness name

..... Address
..... W.S.

.....

Executed and delivered as a deed
for and on behalf of
MACDONALD SWAN GRASMERE LIMITED
acting by:

..... Director

in the presence of: 
..... Witness Signature

MORAY JOHN MACDONALD Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
MACDONALD OLD ENGLAND LIMITED
acting by:

..... Director

in the presence of: 
..... Witness Signature

MORAY JOHN MACDONALD Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
MACDONALD LEEMING HOUSE LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

MORAY JOHN MACDONALD Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
MACDONALD ANSTY HALL LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

MORAY JOHN MACDONALD Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
MACDONALD FRIMLEY HALL LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

MORAY JOHN MACDONALD Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
MACDONALD HOUSTOUN HOUSE LIMITED
acting by:

..... Director

in the presence of:
..... Witness Signature

..... Witness name

..... Address

.....

.....

Executed and delivered as a deed
for and on behalf of
MACDONALD HOLYROOD LIMITED
acting by:

..... Director

in the presence of:
..... Witness Signature

..... Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
HOLYROOD HOTELS LIMITED
acting by:

..... Director

in the presence of:
..... Witness Signature

..... Witness name

..... Address

.....

.....

Executed and delivered as a deed
for and on behalf of
CARDRONA HOTEL, GOLF & COUNTRY CLUB LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

Rebecca Mary Carwood Witness name

..... Address

16

Executed and delivered as a deed
for and on behalf of
MACDONALD AVIEMORE HIGHLAND RESORT LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

Rebecca Mary Carwood Witness name

..... Address

Executed and delivered as a deed
for and on behalf of
MACDONALD HOTELS AVIEMORE DEVELOPMENT LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

Rebecca Mary Carwood Witness name

..... Address

Executed and delivered as a deed
for and on behalf of
HILL VALLEY HOTEL GOLF & COUNTRY CLUB LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

JONATHAN HAROMAN Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
EGERTON HOUSE HOTEL (BOLTON) LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

JONATHAN HAROMAN Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
MACDONALD FOREST HILLS (ABERFOYLE) LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

JONATHAN HAROMAN Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
MACDONALD PORTLAND LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

Rebecca Mary Canwood Witness name

D. W. Address

16 GLENVIEW SQUARE

Executed and delivered as a deed
for and on behalf of
PITTODRIE GROUP LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

Rebecca Mary Canwood Witness name

Solicitors Address

.....

Executed and delivered as a deed
for and on behalf of
MDH 123 LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

Rebecca Mary Canwood Witness name

..... Address

Solicitors
..... QUARE

Executed and delivered as a deed
for and on behalf of
TIMESHARE OPTIONS LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

Rebecca Mary Carwood Witness name

..... Address

.....

Executed and delivered as a deed
for and on behalf of
MACDONALD RESORT OWNERSHIP LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

Rebecca Mary Carwood Witness name

..... Address

.....

Executed and delivered as a deed
For and on behalf of
MACDONALD RESORTS (VALE D'OLIVEIRAS) LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

Rebecca Mary Carwood Witness name

..... Address

.....
Solicitors

Executed and delivered as a deed
for and on behalf of
THAINSTONE HOUSE HOTEL LIMITED
acting by:

..... Director

in the presence of:

..... Witness Signature

Rebecca Mary Carwood Witness name

..... Address

.....