

MG01

Particulars of a mortgage or charge

142367/13

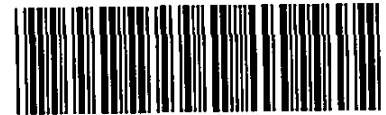


A fee is payable with this form.
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

✓ **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
particulars of a charge for a
company. To do this, please
form MG01s

THURSDAY



A07 29/12/2011 #107
COMPANIES HOUSE

1

Company details

Company number 0 4 2 1 6 8 5 8

Company name in full LAGONDA PALACE PROPCO LIMITED (the "Company")

For official use

→ **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 d2 d2 m1 m2 y2 y0 y1 y1

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

ACCESSION DEED dated 22 December 2011 between the Company, Venice Bidco 1 Limited and
the Security Agent (the "Deed of Accession")

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 22
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

10.

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 continuing 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 22 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 situated in England and Wales (including the property specified in schedule 1 to the Deed of Accession, as set out in schedule 2 hereto) together with all buildings and fixtures (including trade fixtures) on that property,

(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 2 3(a) of the Deed of Accession, 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 2 3(a) of the Deed of Accession, as set out in this clause 1 1(a),

(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

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 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  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 VZL/TVERRI/470S 00381/22823930

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 or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

4	<p>Amount secured</p> <p>Please give us details of the amount secured by the mortgage or charge</p>
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 22 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 22 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 22 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 (including the Company) which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,</p> <p>"Debenture" means the debenture dated 1 December 2011 and made between the companies listed in schedule 1 thereto as Chargors and Bank of Scotland plc (formerly the Governor and Company of the Bank of Scotland) as Security Agent</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>

MG01 - continuation page

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>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent,</p> <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 2.4 (Floating Charge) of the Deed of Accession, 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 22 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>	

MG01 - continuation page

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, (or, as the case may be schedule 1 to the relevant Security Accession Deed, as set out in schedule 2 hereto) 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 (as 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>	

MG01 - continuation page

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>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</p> <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 22 December 2011 or in the future (including those listed in part 2 of schedule 2 to the Deed of Accession, as set out in schedule 3 hereto), and</p> <p>"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.</p>	

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	<p>(vi) its rights to recover VAT on any supplies made to it relating to the Charged Property and any sums so recovered;</p> <p>(vii) all rights and interest in the Hedging Agreements and each of its interest as at 22 December 2011 and in future in any derivative transaction and all proceeds paid or payable thereunder and any Related Rights,</p> <p>(viii) all rights and interest in the Insurances, all Related Rights, including claims of any kind, returns of premium and other benefits;</p> <p>(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>(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>(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>(xii) its goodwill and uncalled capital; and</p> <p>(xiii) if not effectively assigned by clause 2.5 (Security Assignment) of the Deed of Accession, 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>1.2 Floating Charge</p> <p>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 22 December 2011 and in future, not effectively charged by way of first fixed charge and/or mortgage under clause 2.3 (Fixed Charges) of the Deed of Accession, as set out in clause 1 1 above or assigned under clause 2.5 (Security Assignment) including heritable property and all other assets in Scotland of the Deed of Accession, as set out in clause 1.3 below</p> <p>1 3 Security Assignment</p> <p>(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 in the Assigned Assets and 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 to the Company the relevant rights, title and interest in the Assigned Assets to the Company (or as it shall direct).</p> <p>(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>1 4 Conversion of Floating Charge</p> <p>If</p> <p>(a) a Declared Default has occurred, or</p>

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	<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>1 5 Automatic Conversion of Floating Charge</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>2 FURTHER ASSURANCE</p> <p>2 1 General</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, assignments, 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>

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

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

contd

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 BidCo 1 Limited	05839374
Principal Hayley Hotels (TMS) Limited	06311912

SCHEDULE 2

Details of Properties

Property	Title Detail
Palace Hotel Oxford Street Manchester M60 7HA	Lease of freehold property known as the Palace Hotel, Oxford Street, Manchester M60 7HA and registered at the Land Registry with title numbers GM546677 and GM470474, by way of a lease dated on or around 22 December 2011 and made between UBS Trustees (Jersey) Limited and UBS TC (Jersey) Limited (as trustees of Pramerica UK Ground Lease Fund) and the Company

SCHEDULE 3

Subsidiary Shares

None as at 22 December 2011

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

3. NEGATIVE PLEDGE

(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

(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

SCHEDULES

SCHEDULE 1

The Chargors

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4216858
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ACCESSION DEED DATED 22
DECEMBER 2011 AND CREATED BY LAGONDA PALACE
PROPCO LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM ANY OBLIGOR OR COMPANY TO THE
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 29 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 JANUARY 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES