

MG01

Particulars of a mortgage or charge

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

WEDNESDAY



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02/03/2011

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COMPANIES HOUSE

13 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 *

1

Company details

Company number

0 0 4 1 4 3 5 1

Company name in full

Norfolk Capital Group Limited (the **Chargor**)

2

Date of creation of charge

Date of creation

d2 d2 m0 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

A security agreement (the **Deed**) dated 22 February 2011 between, among
others, the **Chargor** and The Law Debenture Trust Corporation p.l.c. as
Security Trustee (as defined below)

4

Amount secured

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

Amount secured

All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or in any other capacity
whatsoever) of each **Chargor** to any Finance Party
under each Finance Document to which a **Chargor** is a
party, except for any obligation which, if it were
so included, would result in the Deed contravening
section 678 or 679 of the Companies Act 2006 (each
capitalised term as defined below) (the **Secured
Liabilities**)

Continuation page

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

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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 The Law Debenture Trust Corporation p l c

Address Fifth Floor, 100 Wood Street

London

Postcode E C 2 V 7 E 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

Please see continuation pages

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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 Nil

8 Delivery of instrument

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

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

9 Signature

Please sign the form here

Signature

Signature

X *Allen J Avery LLP* X
on behalf of the Security Trustee
02/03/11

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

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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 **Clare Doust**

Company name
Allen & Overy LLP

Address **One Bishops Square**

Post town

County/Region **London**

Postcode **E 1 6 A D**

Country **United Kingdom**

DX

Telephone **020 3088 2064**



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

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Norfolk Capital Group Limited (Company Number 00414351)

1. CREATION OF SECURITY

1.1 Land

- (a) The Chargor charged
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it, and
 - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property
- (b) A reference in the Deed and this Form MG01 to a mortgage or charge of any freehold or leasehold property includes
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

1.2 Investments

- (a) The Chargor charged
 - (i) by way of a first legal mortgage all shares in any member of the Group owned by it or held by any nominee on its behalf, and
 - (ii) to the extent that they are not the subject of a mortgage described in subparagraph (i) above, by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf
- (b) A reference in paragraph (a)(i) or (a)(ii) above or otherwise in the Deed and this Form MG01 to a mortgage or charge of any stock, share, debenture, bond or other security includes
 - (i) any dividend or interest paid or payable in relation to it, and
 - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

1.3 Plant and machinery

The Chargor charged by way of a first fixed charge all plant and machinery owned by it and

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>its interest in any plant or machinery in its possession</p> <p>1.4 Insurances</p> <p>The Chargor assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest</p> <p>1.5 Other contracts</p> <p>The Chargor assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of</p> <ul style="list-style-type: none"> (a) any agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this paragraph, (b) any Subordinated Loan to which it is a party, (c) any letter of credit issued in its favour, and (d) any bill of exchange or other negotiable instrument held by it <p>1.6 Miscellaneous</p> <p>The Chargor charged by way of first fixed charge</p> <ul style="list-style-type: none"> (a) any beneficial interest, claim or entitlement it has in any pension fund, (b) its goodwill, (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset, (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and (e) its uncalled capital <p>1.7 Floating charge</p> <ul style="list-style-type: none"> (a) The Chargor charged by way of a first floating charge <ul style="list-style-type: none"> (i) all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under the Deed, and (ii) all its assets located in Scotland or otherwise governed by Scots law (b) Except as provided below, the Security Trustee may by notice to the Chargor convert the floating charge created by the Chargor under the Deed into a fixed charge as regards any of the Chargor's assets specified in that notice, if

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Please give the short particulars of the property mortgaged or charged

Short particulars

- (i) an Event of Default is outstanding, or
- (ii) the Security Trustee considers those assets to be in danger of being seized or sold under any form of distress, diligence, attachment, execution or other legal process or to be otherwise in jeopardy
- (c) The floating charge created under the Deed may not be converted into a fixed charge solely by reason of
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,
 under section 1A of the Insolvency Act 1986
- (d) The floating charge created under the Deed will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Security Trustee receives notice of an intention to appoint an administrator
- (e) The floating charge created under the Deed is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

1.8 General

- (a) All the Security created under the Deed (in respect of the Chargor)
 - (i) is created in favour of the Security Trustee,
 - (ii) is created over present and future assets of the Chargor,
 - (iii) is security for the payment of all the Secured Liabilities, and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document
 - (i) the Chargor must notify the Security Trustee promptly,
 - (ii) this Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself, and
 - (iii) unless the Security Trustee otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Deed
- (c) The Security Trustee holds the benefit of the Deed on trust for the Finance Parties

2. RESTRICTIONS ON DEALINGS

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>The Chargor may not</p> <ul style="list-style-type: none"> (a) create or permit to subsist any Security Interest on any Security Asset, or (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset, <p>except as expressly allowed under the Finance Documents</p> <p>3. CONSTRUCTION AND DEFINITIONS</p> <p>3.1 Construction</p> <ul style="list-style-type: none"> (a) Capitalised terms defined in the Credit Agreement or the Senior Intercreditor Agreement have, unless expressly defined in the Deed, the same meaning in the Deed (b) The provisions of Clause 1 2 (Construction) of the Credit Agreement apply to the Deed as though they were set out in full in the Deed, except that references to the Credit Agreement will be construed as references to the Deed (c) The term Finance Document includes all amendments and supplements including supplements providing for further advances and the term this Security means any security created by the Deed (d) Any covenant of the Chargor under the Deed (other than a payment obligation) remains in force during the Security Period (e) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in the Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in the Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989 (f) If the Security Trustee considers that an amount paid to a Finance Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of the Deed (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset <p>3.2 Definitions</p> <p>In this Companies Form MG01</p> <p>Accession Deed means a document substantially in the form set out in Schedule 7 (Form of Accession Deed) to the Credit Agreement</p> <p>Additional Guarantor means a company which becomes an Additional Guarantor in accordance with Clause 29 (Changes to the Obligors) of the Credit Agreement</p>

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Please give the short particulars of the property mortgaged or charged

Short particulars

Agent means the Facility A Agent or the Facility B Agent

Applicable Agent means

- (a) prior to the Facility A Discharge Date, the Facility A Agent, and
- (b) on and from the Facility A Discharge Date, the Facility B Agent

Arranger means Clydesdale Bank PLC as mandated lead arranger

Blocked Account means

- (a) the Debt Service Account,
- (b) the Disposal Proceeds Account, and
- (c) the Holding Account

Borrower means QMH Finance Number 1 Limited

Compliance Certificate means a certificate substantially in the form set out in Schedule 9 (Form of Compliance Certificate) to the Credit Agreement in form and substance satisfactory to the Applicable Agent

Credit Agreement means the £94,250,000 credit agreement dated 22 February 2011 made between, among others, the Parent, the Chargor and The Law Debenture Trust Corporation p l c as Security Trustee

Debt Service Account means the account designated as such under the terms of the Credit Agreement

Delegate means any delegate, agent, attorney or co-trustee appointed by the Security Trustee

Disposal Proceeds Account means the account designated as such under the terms of the Credit Agreement

English Law Debenture means each fixed and floating charge debenture governed by English law entered or to be entered into by the Parent and one or more of the Obligors in favour of the Security Trustee

Event of Default means any event or circumstance specified as such in Clause 26 (Events of Default) of the Credit Agreement

Facility A means the term loan facility made available under the Credit Agreement as described in paragraph (a)(1) of Clause 2 1 (The Facilities) of the Credit Agreement

Facility A Agent means Clydesdale Bank PLC as agent of the other Finance Parties except for the Facility B Lenders and the Facility B Agent

Facility A Commitment means

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(a) in relation to an Original Lender, the amount set opposite its name under the heading "Facility A Commitment" in Part II or Part III of Schedule I (The Original Parties) to the Credit Agreement and the amount of any other Facility A Commitment transferred to it under the Credit Agreement, and

(b) in relation to any other Lender, the amount of any Facility A Commitment transferred to it under the Credit Agreement,

to the extent

(i) not cancelled, reduced or transferred by it under the Credit Agreement, and

(ii) not deemed to be zero pursuant to Clause 28.2 (Disenfranchisement of Sponsor Affiliates) of the Credit Agreement

Facility A Discharge Date means the date on which the Facility A Loan has been repaid in full, the Facility A Commitments have been irrevocably cancelled in full and all amounts then outstanding to the Applicable Agent and the Security Trustee have been paid in full

Facility A Loan means the loan made or to be made under Facility A or the principal amount outstanding for the time being of that loan

Facility B Agent means Law Debenture Asset Backed Solutions Limited as agent of the Facility B Lenders

Facility B Commitment means

(a) in relation to an Original Lender, the amount set opposite its name under the heading "Facility B Commitment" in Part II or Part III of Schedule I (The Original Parties) to the Credit Agreement and the amount of any other Facility B Commitment transferred to it under the Credit Agreement, and

(b) in relation to any other Lender, the amount of any Facility B Commitment transferred to it under the Credit Agreement,

to the extent

(i) not cancelled, reduced or transferred by it under the Credit Agreement, and

(ii) not deemed to be zero pursuant to Clause 28.2 (Disenfranchisement of Sponsor Affiliates) of the Credit Agreement

Facility B Lender means a Lender with a Facility B Commitment

Fee Letter means

(a) any letter or letters dated on or about the date of the Credit Agreement between the Arranger and the Borrower (or the Facility B Agent and the Borrower or the Security Trustee and the Borrower) setting out any of the fees referred to in Clause 13 (Fees) of the Credit Agreement, and

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- (b) any agreement setting out fees payable to a Finance Party (other than a Facility B Lender) referred to in or under any other Finance Document

Finance Document means the Credit Agreement, any Accession Deed, any Compliance Certificate, any Fee Letter, each Intercreditor Agreement, the Ranking Agreement, the Priority Agreement, the Subordination Agreement, any Resignation Letter, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Applicable Agent and the Borrower

Finance Party means each Agent, the Arranger, the Security Trustee or a Lender

Group means the Borrower and each of its Subsidiaries from time to time

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 29 (Changes to the Obligors) of the Credit Agreement

Holding Account means the account designated as such under the terms of the Credit Agreement

Intercreditor Agreement means the Senior Intercreditor Agreement or the Senior/Mezzanine Intercreditor Agreement

Lender means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 27 (Changes to the Lenders) of the Credit Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Credit Agreement

Mezzanine Facility Agreement means the mezzanine facility agreement originally dated 24 November 2004 (as amended) and made between, among others, QMH Limited as borrower, Goldman Sachs Credit Partners, L P as administrative agent and G S Strategic Investment Group B V, iStar Tara LLC, Eton Park CDO Holding I B V and Eton Park CDO Holding II B V as mezzanine lenders

Mezzanine Security Trustee means Goldman Sachs Credit Partners, L P as security trustee under the Mezzanine Facility Agreement

Obligor means the Borrower or a Guarantor

Original Guarantors means the Subsidiaries of the Parent listed in Part I of Schedule I (The Original Parties) of the Credit Agreement as original guarantors

Original Lenders means the financial institutions listed in Part II and Part III of Schedule 1 (The Original Parties) to the Credit Agreement as lenders

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Parent means QMH Limited

Parent Group means the Parent and each of its Subsidiaries from time to time

Party means a party to the Credit Agreement or to the Deed

Priority Agreement means the English law priority agreement dated 22 February 2011 between, the Parent, the Obligors, the Mezzanine Security Trustee and the Security Trustee

Properties means

- (a) the Holiday Inn, Warmsworth, Doncaster High Road (described in the Land Registry official copies as freehold land being Doncaster Moat House, High Road, Doncaster and registered at the Land Registry under title number SYK218595) (the "**Doncaster Property**"),
- (b) the Holiday Inn, Kings Road, Harrogate (described in the Land Registry official copies as (i) leasehold land being Harrogate Moat House Hotel, Kings Road, Harrogate, HG1 1XX and (ii) leasehold land being Green Car Park, Harrogate International Centre, Kings Road, Harrogate registered at the Land Registry under title numbers NYK304965 and NYK370578 respectively) (the "**Harrogate Property**"),
- (c) the Holiday Inn, London Road, Markyate, St Albans (described in the Land Registry official copies as (i) freehold land being Hertfordshire Moat House Hotel, London Road, Markyate, St Albans, AL3 8HH and (ii) freehold land being land to the south of Watling Street, Markyate and registered at the Land Registry under title numbers HD141190 and HD259931 respectively) (the "**Luton Property**"),
- (d) the Holiday Inn, Altrincham Road, Wilmslow (described in the Land Registry official copies as (i) freehold land being Wilmslow Moat House, Altrincham Road, Wilmslow (ii) freehold land being land on the east side of Altrincham Road, Styal, (iii) freehold land being land lying to the north of Altrincham Road, Wilmslow, and (iv) freehold land being land on the northside of Altrincham, Road, Wilmslow and registered at the Land Registry under title numbers CH342651, CH509503, CH287653, and CH271868 respectively) (the "**Wilmslow Property**"),
- (e) the Holiday Inn, Great North Road, Stannington, Newcastle (described in the Land Registry official copies as freehold land being Holiday Inn, Great North Road, Stannington, NE13 6BP and registered at the Land Registry under title number ND72352) (the "**Newcastle Property**"),
- (f) the Holiday Inn, Thorpe Wood, Peterborough (described in the Land Registry official copies as leasehold land being Peterborough Moat House, Thorpe Wood, Peterborough and registered at the Land Registry under title number CB44638) (the "**Peterborough Property**"),
- (g) the Holiday Inn, Armada Way, Plymouth (described in the Land Registry official copies as freehold land being Plymouth Hoe Moat House, Armada Way, Plymouth, PL1 2HJ and registered at the Land Registry under title number DN128919) (the "**Plymouth Property**"),

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- (h) the Holiday Inn, Homer Road, Solihull (described in the Land Registry official copies as leasehold land being 61 Homer Road, Solihull, B91 3QD and registered at the Land Registry under title number WM522599) (the "**Solihull Property**"),,
- (i) the Holiday Inn, Bridgefoot, Stratford-upon-Avon (described in the Land Registry official copies as leasehold land being Stratford Moat House Hotel, Bridgefoot, Stratford-Upon-Avon (CV37 6YR) and registered at the Land Registry under title number WK420612) (the "**Stratford Property**"),
- (j) Crown Plaza, Trinity Street, Chester (described in the Land Registry official copies as (i) leasehold land being Chester Moat House, Trinity Street, Chester, CH1 2BD and (ii) leasehold land being Chester International Hotel, Trinity Street, Chester, CH1 2BD and registered at the Land Registry under title numbers CH351567 and CH464030 respectively) (the "**Chester Property**"),
- (k) Crown Plaza, Congress Road, Glasgow (formerly known as Glasgow Moat House, Congress Road, Glasgow being that area of ground at the Scottish Exhibition and Conference Centre, Exhibition Way, Glasgow, G3 8YW as the tenant's interest therein is registered in the Land Register of Scotland under title number GLA21530 (the "**Glasgow Property**"),
- (l) Crown Plaza, Wollaton Street, Nottingham (described in the Land Registry official copies as (i) leasehold land being Royal Moat House International Hotel, Wollaton Street, Nottingham, NG1 5RH (ii) freehold land being The Royal Moat House International Nottingham and (iii) freehold land being land lying to the south of Talbot Street Nottingham registered at the Land Registry under title numbers NT186762, NT133562, and NT133752 respectively) (the "**Nottingham Property**"),
- (m) Best Western, Povey Cross Road, Charlwood (described in the Land Registry official copies as freehold land being Gatwick Moat House, Povey Cross Road, Charlwood, RH6 0AB and registered at the Land Registry under title number WSX49617) (the "**Gatwick Property**"), and
- (n) Best Western, Mill Lane, Lower Earley (described in the Land Registry official copies as (i) freehold land being Sindlesham Mill, Mill Lane, Lower Earley (ii) freehold land being land adjoining Sindlesham Mill, Mill Lane, Lower Earley and (iii) freehold land being land on the north east side of Mill Lane, Sindlesham and registered at the Land Registry under title numbers BK271688, BK235966, and BK395202 respectively) (the "**Sindlesham Property**"),

a reference to a **Property** is a reference to any of the Properties

QMH UK means QMH UK Limited

Ranking Agreement means the Scottish law ranking agreement between QMH Property Trustee Number 1 Limited, the Mezzanine Security Trustee and the Security Trustee relating to the Glasgow Property

Receiver means an administrative receiver, receiver and manager or a receiver, in each case, appointed under the Deed

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Resignation Letter means a letter substantially in the form set out in Schedule 8 (Form of Resignation Letter) to the Credit Agreement

Scottish Assignment of Operating Income means each assignment of operating income governed by Scots law entered into or to be entered into in respect of the Glasgow Property by any one or more of the Parent and the Obligors in favour of the Security Trustee

Scottish Floating Charge means each bond and floating charge governed by Scots law entered into or to be entered into by any one or more Obligors (in each case if incorporated in Scotland) in favour of the Security Trustee

Scottish Security Documents means each Scottish Floating Charge, Scottish Assignment of Operating Income, Scottish Share Pledge and Scottish Standard Security

Scottish Share Pledge means each share pledge governed by Scots law relating to shares in a company incorporated in Scotland and entered into or to be entered into by any one or more of the Obligors in favour of the Security Trustee

Scottish Standard Security means each standard security governed by Scots law relating to the Glasgow Property and entered into or to be entered into by any one or more of the Obligors in favour of the Security Trustee

Secured Parties means each Finance Party from time to time party to the Credit Agreement and any Receiver or Delegate

Security 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

Security Assets means (in respect of the Chargor) all assets of the Chargor the subject of any security created by the Deed

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

Security Period means the period beginning on the date of the Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

Security Trustee means The Law Debenture Trust Corporation p l c as security trustee for the Secured Parties

Senior Intercreditor Agreement means the senior intercreditor agreement dated 22 February 2011 made between the parties to the Credit Agreement

Senior/Mezzanine Intercreditor Agreement means the intercreditor agreement originally dated 23 February 2005 (as amended) and made between, among others, the Parent, the Obligors and Clydesdale Bank PLC as senior agent and Goldman Sachs Credit Partners, L P as mezzanine agent

Subordination Agreement means the subordination agreement entered or to be entered into

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between, among others, the Parent, the Obligors and the Security Trustee

Subordinated Loan means a loan made by an Obligor to a member of the Parent Group

Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006

Transaction Security Documents means the English Law Debenture and the Scottish Security Documents and any document required to be delivered to the Applicable Agent under paragraph 15 of Part II of Schedule 2 (Conditions Precedent) to the Credit Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents

Utilisation Request means a notice substantially in the relevant form set out in Schedule 3 (Requests and Notices) to the Credit Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 414351
CHARGE NO. 13**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 22
FEBRUARY 2011 AND CREATED BY NORFOLK CAPITAL
GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH 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 2
MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 MARCH 2011

PO



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES