

MR05

Oyez

Statement that part or the whole of the property charged
(a) has been released from the charge (b) no longer
forms part of the company's property or undertaking

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ What this form is for
You may use this form to register
a statement that part or the
whole of the property charged
has either (a) been released from
the charge or (b) no longer forms
part of the company's property

☐ What this form is for
You may not use
register this statement
LLP Use form L

FRIDAY



LD2
"L3CCMCSQ"
18/07/2014
COMPANIES HOUSE #90

1 Company details

Company number: 0 1 9 5 8 0 5 3

Company name in full: QMH UK Limited (the Chargor)

7
Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation

When was the charge created?

- Before 06/04/2013 Complete Part A and Part C
- On or after 06/04/2013 Complete Part B and Part C

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge

Charge creation date: 2 2 0 2 2 0 1 1

A2 Charge number

Please give the charge number. This can be found on the certificate.

Charge number:

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description: A security agreement (the Deed) dated 22 February 2011 between, among others, the Chargor and The Law Debenture Trust Corporation plc as Security Trustee (defined below).

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

MR05

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

A4**Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged

Short particulars

For short particulars of all the property charged, please see MG01 continuation page attached hereto.

Continuation page

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

Part B**Charges created on or after 06/04/2013****B1****Charge code**

Please give the charge code. This can be found on the certificate

Charge code '1

□ □ □ □ - □ □ □ □ - □ □ □ □

1 Charge code

This is the unique reference code allocated by the registrar

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Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

Part C To be completed for all charges

C1

Cease or release

Please tell us about the property or undertaking:

Part of the property or undertaking charged

- ☐ has been released from the charge
☐ no longer forms part of the company's property or undertaking
☒ has been released from the charge and no longer forms part of the company's property or undertaking.
► Go to Section C2

Or

All of the property or undertaking charged

- ☐ has been released from the charge
☐ no longer forms part of the company's property or undertaking
☐ has been released from the charge and no longer forms part of the company's property or undertaking
► Go to Section C3

C2

Description of assets or property

Please give a brief description of assets or property released from the charge and/or a brief description of any property which has ceased to form part of the company's property or undertaking.

Description of assets or property


All those contracts to which the Chargor is a party in relation to the property known as the Holiday Inn - Shepperton, Felix Lane, Shepperton TW17 8NP the leasehold title of which is registered at the Land Registry with title number SY471582.

1* This section must be completed where part of the property or undertaking has been released from the charge or no longer forms part of the company's property or undertaking

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


MR05


Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

C3		Details of the person delivering this statement and their interest in the charge	
		Please give the name of the person delivering this statement	
Name	QMH UK LIMITED		
		Please give the address of the person delivering this statement	
Building name/number	Queens Court		
Street	9-17 Eastern Road		
Post town	Romford		
County/Region	Essex		
Postcode	R M 1 3 N G		
		Please give the person's interest in the charge (e.g. chargor/chargee etc)	
Person's interest in the charge	Chargor		
C4		Signature	
		Please sign the form here.	
Signature	Signature		
			


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Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

 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. The contact information you give will be visible to searchers of the public record	
Contact name	Sophie Buist/ Oliver Jefferies
Company name	Freshfields Bruckhaus Deringer LLP
Address	65 Fleet Street
	London
	England
Postcode	United Kingdom
Country/Region	
Postcode	E C 4 Y 1 H S
Country	
DX	DX 23 London/Chancery Lane
Telephone	020 7936 4000

 Checklist
We may return forms completed incorrectly or with information missing.
Please make sure you have remembered the following:
<input type="checkbox"/> The company name and number match the information held on the public Register.
Part A Charges created before 06/04/2013
<input type="checkbox"/> You have given the charge date.
<input type="checkbox"/> You have given the charge number (if appropriate)
<input type="checkbox"/> You have completed the Description of Instrument and Short particulars in Sections A3 and A4
Part B Charges created on or after 06/04/2013
<input type="checkbox"/> You have given the charge code
Part C To be completed for all charges
<input type="checkbox"/> You have ticked the appropriate boxes in Section C1
<input type="checkbox"/> You have given a description of assets or property released from the charge (if appropriate).
<input type="checkbox"/> You have given the details of the person delivering this statement in Section C3
<input type="checkbox"/> You have signed the form

 Important Information
Please note that all information on this form will appear on the public record.
 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 Linnenhall, 32-38 Linnenhall Street, Belfast, Northern Ireland, BT2 8BG. DX 481 NR 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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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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QMH UK Limited (Company Number 01958053)

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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its interest in any plant or machinery in its possession

1.4 Insurances

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

1.5 Other contracts

The Chargor assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of

- (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, this includes the agreements specified in the Schedule (Security Assets) to this Form MG01,
- (b) any Subordinated Loan to which it is a party,
- (c) the Parent Guarantee,
- (d) any letter of credit issued in its favour, and
- (e) any bill of exchange or other negotiable instrument held by it

1.6 Miscellaneous

The Chargor charged by way of first fixed charge

- (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.

1.7 Floating charge

(a) The Chargor charged by way of a first floating charge

- (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

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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

- (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

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2. RESTRICTIONS ON DEALINGS

The Chargor may not

- (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,
- except as expressly allowed under the Finance Documents

3. CONSTRUCTION AND DEFINITIONS

3.1 Construction

- (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

3.2 Definitions

In this Companies Form MG01

Accession Deed means a document substantially in the form set out in Schedule 7 (Form of Accession Deed) to the Credit Agreement

Additional Guarantor means a company which becomes an Additional Guarantor in

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accordance with Clause 29 (Changes to the Obligors) of the Credit Agreement

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

Asset Management Agreement means the asset management agreement dated 24 February 2010 made between the Operator and the Asset Supervisor

Asset Supervisor means Westmont Services B V

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 plc 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

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described in paragraph (a)(i) 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

(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

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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
- (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

Group Services Agreement means the group services agreement dated 20 May 2005 made between, among others, the Parent and each Property Owner

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

Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Chargor in accordance with Clause 24 26 (Hedging Arrangements) 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,

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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

Operator means, at the date of the Credit Agreement, the Chargor

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 I (The Original Parties) to the Credit Agreement as lenders

Parent means QMH Limited

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

Parent Guarantee means the guarantee provided by the Parent in favour of the Chargor for payments due to the Chargor from any member of the Parent Group that is not an Obligor under the Group Services Agreement

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

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(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"),

(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"),

(in) Best Western, Povey Cross Road, Charlwood (described in the Land Registry official copies as freehold land being Gatwick Moat House, Povey Cross Road, Charlwood,

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~~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

Property Owner means any Obligor that owns a Property being, as at the date of the Credit Agreement

- (a) Norfolk Capital Hotels Limited,
- (b) Chester International Hotel Limited,
- (c) Five Star Inns Limited,
- (d) The Solihull Hotel Company Limited,
- (e) Rowntrees (Market Street) Manchester Limited,
- (f) The Harrogate International Hotel Limited,
- (g) Echo Hotel Limited,
- (h) QMH Property Trustee 1 Limited or
- (i) QMH Property Trustee 2 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

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

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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 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

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

~~Security over all or any part of its assets in respect of the obligations of any of the Obligor~~
~~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

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 style="text-align: center;">SCHEDULE</p> <p style="text-align: center;">SECURITY ASSETS</p> <p style="text-align: center;">RELEVANT CONTRACTS</p> <p>Description</p> <p>Franchise agreements between Six Continental Hotels, Inc and the Chargor dated 3 October 2005 in relation to the Doncaster Property, the Harrogate Property, the Markyate Property, the Wilmslow Property, the Peterborough Property, the Plymouth Property, the Solihull Property, the Stratford Property, the Glasgow Property and the Nottingham Property</p> <p>Franchise agreement between Six Continental Hotels, Inc and the Chargor dated 27 June 2006 in relation to the Chester Property</p> <p>Franchise agreements between Interchange and Consort Hotels Limited (trading as Best Western Hotels) and the Chargor dated 26 October 2005 in relation to the Gatwick Property and the Sindlesham Property</p> <p>Each Hedging Agreement</p> <p>Asset Management Agreement</p>