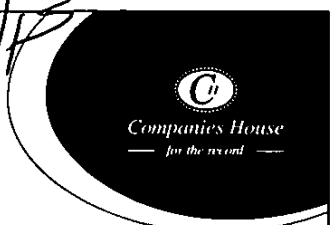


MG01

Particulars of a mortgage or charge

312520/P



**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 for**  
You cannot use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

TUESDAY



LD4 \*L1L4VX9S\* 06/11/2012 #55  
COMPANIES HOUSE

in, please  
at  
e gov uk

<b>1 Company details</b>		For official use
Company number	0 2 3 8 4 2 0 7	<b>6</b> <b>→ Filling in this form</b> Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	ASHFORD GROUP HOLDINGS LIMITED ("Parent")	
<b>2 Date of creation of charge</b>		
Date of creation	d 1 9 m 1 0 y 2 0 y 1 2	
<b>3 Description</b>		
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
Description	Security Agreement (the "Security Agreement") dated 19 October 2012 and entered into between QMH (A) Construction Limited (the "Borrower"), the Parent and The Law Debenture Trust Corporation P L C as security trustee for the Finance Parties (the "Security Trustee")  Unless the context requires otherwise, terms used but not defined in this Form MG01 shall have the meanings given in Continuation Sheet No 3 (Definitions) enclosed herewith	
<b>4 Amount secured</b>		
Please give us details of the amount secured by the mortgage or charge		<b>Continuation page</b> Please use a continuation page if you need to enter more details
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 the Borrower and the Parent (each, a "Chargor") to any Finance Party under each Finance Document (as defined in Continuation Sheet No 3 (Definitions)) to which a Chargor is a party, except for any obligation which, if it were so included, would result in the Security Agreement contravening Section 678 or 679 of the Companies Act 2006	

# 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

Name See Continuation Sheet No 2 (Person entitled to the Charge)

Address Fifth Floor, 100 Wood Street, London

Postcode E C 2 V 7 E X

Name

Address

Postcode

#### Continuation page

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

### 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 See Continuation Sheet No 1 (Particulars of Charge)

# 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

None

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 Sullivan and Cromwell LLP 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 **Samuel Weinroth (015129 – 00112)**

Company name **Sullivan and Cromwell LLP**

Address **1 New Fetter Lane**

Post town **London**

County/Region **Greater London**

Postcode **E C 4 A 1 A N**

Country **England**

DX

Telephone **+44 (0)20 7959 8482**



### Certificate

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



### Checklist

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

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

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



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House'



### Where to send

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

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**

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

**For companies registered in Northern Ireland:**

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



### Further information

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

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

**Form MG01**  
**CONTINUATION SHEET NO. 1**  
**(Particulars of Charge)**

Unless the context requires otherwise, each term used but not defined in this Continuation Sheet No 1 (*Particulars of Charge*) shall have the meaning given in Continuation Sheet No.3 (*Definitions*)

**1. The Security**

The following are short particulars of the properties mortgaged or charged under the Security Agreement

**1.1 Land**

- (a) The Parent charged
  - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it at the date of the Security Agreement, and
  - (ii) (to the extent that they were not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property
- (b) A reference in this Paragraph 1.1 (*Land*) 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 a Chargor in respect of that property or any moneys paid or payable in respect of those covenants

**1.2 Investments**

- (a) The Parent 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 were not the subject of a mortgage under 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 this Paragraph 1.2 (*Investments*) 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

Ashford Group Holdings Limited  
Continuation Sheet No.1 (Particulars of Charge) – page 2

- (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 Parent charged by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession

**1.4 Accounts**

The Parent charged by way of first fixed charge all of its rights in respect of any amount standing to the credit of any account and the debt represented by it

**1.5 Insurances**

The Parent 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 had an interest

**1.6 Other contracts**

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

- (a) any agreement to which it was a party except to the extent that it was subject to any fixed security created under the Security Agreement and described in any other paragraph of this Continuation Sheet No 1 (*Particulars of Charge*),
- (b) any letter of credit issued in its favour, and
- (c) any bill of exchange or other negotiable instrument held by it

**1.7 Miscellaneous**

The Parent charged by way of first fixed charge

- (a) any beneficial interest, claim or entitlement it had in any pension fund,
- (b) any Obligor Loan to which it was a party,
- (c) its goodwill,
- (d) the benefit of any authorization (statutory or otherwise) held in connection with its use of any Security Asset,
- (e) the right to recover and receive compensation which may be payable to it in respect of any authorization referred to in sub-paragraph (c) above, and
- (f) its uncalled capital

**1.8 Floating charge**

The Parent charged by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment created under the Security Agreement and described in this Continuation Sheet No 1 (*Particulars of Charge*)

**2 Restrictions on dealings**

Under the Security Agreement, the Parent covenanted that it 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 Further Assurances**

Under the Security Agreement, each Chargor must, at its own expense, take whatever action the Security Trustee or a Receiver may require for

- (a) creating, perfecting or protecting any security intended to be created by the Security Agreement, or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Trustee or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset

This includes

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Trustee or to its nominee, or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Security Trustee may think expedient

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Ashford Group Holdings Limited

**Form MG01**  
**CONTINUATION SHEET NO. 2**  
**(Person entitled to the Charge)**

Each term used but not defined in this Continuation Sheet No 2 (*Person entitled to the Charge*) shall have the meaning given in Continuation Sheet No.3 (*Definitions*)

The name and address of the person(s) entitled to the mortgage or charge created under the Security Agreement is:

**Name:** The Law Debenture Trust Corporation P L C. as security trustee for the Finance Parties

**Address:** Fifth Floor, 100 Wood Street, London EC2V 7EX

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**Form MG01**  
**CONTINUATION SHEET NO. 3**  
**(Definitions)**

**Borrower** means QMH (A) Construction Limited,

**Chargor** means each of the Borrower and the Parent and **Chargors** means both of them,

**Facility Agent** means Law Debenture Agency Solutions Limited,

**Finance Documents** means the New Facility Agreement and the following documents (each as defined in the New Facility Agreement), any Accession Deed, any Compliance Certificate, any Fee Letter, the New Senior/Mezzanine Intercreditor Agreement, any Resignation Letter, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Facility Agent and the Borrower,

**Finance Parties** means each "Lender" under (and as defined in) the New Facility Agreement, the Facility Agent and the Security Trustee and **Finance Party** means each of them,

**Group** means the Parent and the Borrower,

**Law Debenture** means The Law Debenture Trust Corporation P L C ,

**New Facility Agreement** means the credit agreement dated 19 October 2012 between, among others, the Borrower, the Parent and QMH Finco Sarl, Regina Investments SE and ELQ Investors Limited as Original Lenders, Law Debenture Agency Solutions Limited as Facility Agent and the Security Trustee;

**Newcastle Property** means the Holiday Inn, Great North Road, Seaton Burn, Stannington, Newcastle (described in the Land Registry official copies as freehold land being Holiday Inn, Great North Road, Stannington, NE13 6BP) with title number ND72352,

**Obligor** means the Parent, the Borrower and any other "Obligor" under (and as defined in) the New Facility Agreement,

**Obligor Loan** means any loan made by an Obligor to another Obligor;

**Parent** means Ashford Group Holdings Limited,

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

**Security Agreement** means the security agreement dated 19 October 2012 and granted by the Borrower and the Parent in favour of Law Debenture as Security Trustee for the Finance Parties,

Ashford Group Holdings Limited  
Continuation Sheet No 3 (Definitions) – page 2

**Security Asset** means all assets of each Chargor the subject of any security created by the Security Agreement,

**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, and

**Security Trustee** means The Law Debenture Trust Corporation P L.C



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

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

**COMPANY NO. 2384207  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 19  
OCTOBER 2012 AND CREATED BY ASHFORD GROUP  
HOLDINGS LTD FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM QMH (A) CONSTRUCTION LIMITED AND  
THE COMPANY 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 6 NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 NOVEMBER  
2012

P



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**