

# MG01

## Particulars of a mortgage or charge

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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 re-  
gister particulars of a charge for a S  
company. To do this, please use  
form MG01s

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COMPANIES HOUSE

<b>1</b>		<b>Company details</b>		For official use	
Company number	0 2 9 4 4 2 6 2				
Company name in full	Oxford Thames Four Pillars Hotel Limited (the <i>Company</i> )				
<b>2</b>		<b>Date of creation of charge</b>		Filing in this form Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *	
Date of creation	2 6 0 2 2 0 1 0				
<b>3</b>		<b>Description</b>			
Description		Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'			
		Security Agreement constituting a Debenture and Legal Mortgage in favour of HSBC Corporate Trustee Company (UK) Limited as agent and trustee for the Finance Parties (the <i>Security Agreement</i> )			
<b>4</b>		<b>Amount secured</b>		Continuation page Please use a continuation page if you need to enter more details	
Amount secured	Please give us details of the amount secured by the mortgage or charge				
	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 Obligor to any Finance Party under each Finance Document				

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Particulars of a mortgage or charge

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**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

HSBC Corporate Trustee Company (UK) Limited

Address

(as Security Agent)

8 Canada Square, London

Postcode

E 1 4 5 H Q

Name

Address

Postcode

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**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

For short particulars of all property mortgaged or charged please see the Continuation Pages attached to this Form MG01

# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>  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 <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> 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		
<b>8</b>	<b>Delivery of instrument</b>  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)	
<b>9</b>	<b>Signature</b>  Please sign the form here  Signature  X <i>Freshfields Bruders Deris</i> X  This form must be signed by a person with an interest in the registration of the charge	

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## 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  
Jeffrey Rubinoff and Elija Perrier

Company name  
FRESHFIELDS BRUCKHAUS DERINGER LLP

Address  
65 FLEET STREET

LONDON

ENGLAND

Post town  
UNITED KINGDOM

County/Region

Postcode  
E C 4 Y 1 H S

Country

DX  
DX 23 LONDON/CHANCERY LANE

Telephone  
020 7936 4000

### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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)

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Particulars of a mortgage or charge



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

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## Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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**Address**

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# MG01 - continuation page

Particulars of a mortgage or charge



6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 1 Land</p> <p>(a) The Chargor charges</p> <p>(1) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes, but is not limited to the real property (if any) specified in Schedule 1 (Freehold and Leasehold Property) of the Security Agreement including without limitation leasehold property (registered land) situated at Oxford Thames Hotel, Sandford on Thames, Oxford OX4 4GX with title number ON191994, and</p> <p>(11) (to the extent that they are not the subject of a mortgage under sub-paragraph (1) above) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.</p> <p>(b) A reference herein to a mortgage or charge of any freehold or leasehold property includes</p> <p>(1) all buildings and Fixtures on that property;</p> <p>(11) the proceeds of sale of any part of that property, and</p> <p>(111) 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.</p> <p>1.2 Securities</p> <p>(a) The Chargor charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments (if any) owned by it or held by any nominee on its behalf This includes but is not limited to the shares (if any) set out in Schedule 2 (Shares) of the Security Agreement.</p> <p>(b) A reference herein to a mortgage or charge of any stock, share, debenture, bond or other security includes</p> <p>(1) any dividend or interest paid or payable in relation to it; and</p> <p>(11) 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</p> <p>1.3 Plant and machinery</p> <p>The Chargor charges by way of a first fixed charge all plant and machinery (if any) owned by the Chargor and its interest in any plant or machinery in its possession.</p>	

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Particulars of a mortgage or charge



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



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Particulars of a mortgage or charge



5 Mortgagee(s) or person(s) entitled to the charge	
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
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Particulars of a mortgage or charge



6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 4 Credit balances</p> <p>The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Account (including any account contemplated by the Finance Documents or the Security Agreement) and the debt represented by it. This includes, but is not limited to the accounts (if any) set out in Schedule 3 (Accounts) of the Security Agreement.</p> <p>1 5 Book debts etc.</p> <p>The Chargor charges by way of a first fixed charge</p> <p>(a) all of its book and other debts;</p> <p>(b) all other moneys due and owing to it, and</p> <p>(c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above</p> <p>1 6 Insurances</p> <p>The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption</p> <p>(a) all of its rights under any contract of insurance taken out by it or on its behalf or in which it has an interest, and</p> <p>(b) all monies payable and all monies paid to it under or in respect of all such contracts of insurance</p> <p>This includes but is not limited to all contracts of insurance (if any) set out in Schedule 4 (Insurance Contracts)</p> <p>1.7 Hedging</p> <p>The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Agreements.</p>	

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Particulars of a mortgage or charge



4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
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Particulars of a mortgage or charge



5 Mortgagee(s) or person(s) entitled to the charge	
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
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Particulars of a mortgage or charge



6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 8 Other contracts</p> <p>The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:</p> <p>(a) under each Lease;</p> <p>(b) in respect of all Rental Income;</p> <p>(c) under any guarantee of Rental Income contained in or relating to any Lease;</p> <p>(d) under each appointment of a Managing Agent,</p> <p>(e) under any agreement relating to the purchase of the Property by the Chargor; and</p> <p>(f) under any other 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 paragraphs (a) to (e) above</p> <p>1 9 Miscellaneous</p> <p>The Chargor charges by way of first fixed charge:</p> <p>(a) any beneficial interest, claim or entitlement it has in any pension fund;</p> <p>(b) its goodwill,</p> <p>(c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset,</p> <p>(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</p> <p>(e) its uncalled capital.</p>	

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Particulars of a mortgage or charge



4	Amount secured	
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Particulars of a mortgage or charge



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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>1.10 Floating charge</p> <p>(a) The Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause</p> <p>(b) Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by the Security Agreement into a fixed charge as regards any of the Chargor's assets specified in that notice, if</p> <p>(1) an Event of Default is outstanding, or</p> <p>(11) the Security Agent considers those assets 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>(c) The floating charge created by the Security Agreement may not be converted into a fixed charge solely by reason of:</p> <p>(1) the obtaining of a moratorium, or</p> <p>(11) anything done with a view to obtaining a moratorium, under the Insolvency Act 2000</p> <p>(d) The floating charge created by the Security Agreement will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator.</p> <p>(e) The floating charge created the Security Agreement is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986</p>	



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Particulars of a mortgage or charge



4	Amount secured	
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Particulars of a mortgage or charge



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Particulars of a mortgage or charge



6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2. RESTRICTIONS ON DEALINGS</p> <p>2.1 Security</p> <p>Except as expressly allowed in the Senior Second Priority Credit Agreement, the Chargor must not create or permit to subsist any Security Interest on any Security Asset (except for the Security created pursuant to the Security Agreement)</p> <p>2.2 Disposals</p> <p>Except as expressly allowed in the Senior Second Priority Credit Agreement, the Chargor must not sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under the Security Agreement.</p> <p>3. FURTHER ASSURANCES</p> <p>The Chargor must, at its own expense, take whatever action the Security Agent or a Receiver may require for:</p> <p>(a) creating, perfecting or protecting any security intended to be created by the Security Agreement; or</p> <p>(b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset</p>	

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Particulars of a mortgage or charge



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Particulars of a mortgage or charge



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## Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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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>Accession Document</b> means a document substantially in the form set out in Schedule 2 of the Intercreditor Agreement executed or to be executed by a person intending to become a party to the Intercreditor Agreement</p> <p><b>Account</b> means any Cash Collateral Account and any other account opened or maintained by the Chargor and all Related Rights</p> <p><b>Advance</b> means the principal amount of the advance made or to be made under the Senior Facility from time to time reduced by repayment or prepayment</p> <p><b>Agency Fees Letter</b> means the letter from the Facility Agent to the Borrower dated on or about the date of the Senior Second Priority Credit Agreement setting out the details of certain fees payable to the Facility Agent and the Security Agent in connection with the Senior Facility and referred to in Clause 9 (Fees) of the Senior Second Priority Credit Agreement.</p> <p><b>Ancillary Facility Limit</b> means the ancillary facility limit as on the date of the Senior Second Priority Credit Agreement or any other amount as agreed in writing between all the Senior Second Priority Creditors in accordance with Clause 7 of the Intercreditor Agreement (Overdraft and Existing Ancillary Facilities).</p> <p><b>Arranger</b> includes AIB Bank Plc, HSBC Bank plc and the Governor and the Company of the Bank of Ireland</p> <p><b>Associated Liabilities</b> means in relation to any obligation or liability:</p> <ul style="list-style-type: none"> <li>(a) any refinancing, novation, deferral or extension of that obligation or liability,</li> <li>(b) any claim for damages or restitution however arising in connection with that obligation or liability or in relation to its rescission;</li> <li>(c) any further advance or other accommodation which may be made under any agreement supplemental to any relevant agreement plus all related interest, fees, costs and expenses;</li> <li>(d) any claim against any Debtor flowing from any recovery by a Debtor or any other person of a payment or discharge in respect of that obligation or liability on the grounds of preference or otherwise; and</li> <li>(e) any amount (including post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of an obligation or liability in any insolvency or other proceedings</li> </ul> <p><b>Borrower</b> means Spire Holdco 2 Hotels Limited (Holdco 2), a company incorporated in England and Wales with registered number 07145217.</p>	

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Particulars of a mortgage or charge



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Amount secured		

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5 Mortgagee(s) or person(s) entitled to the charge	
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
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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>Cash Collateral Account</b> means an account with a Finance Party (as defined in the Senior Second Priority Credit Agreement being an Arranger, the Facility Agent, the Security Agent and each Hedging Counterparty) in the name of a Borrower:</p> <ul style="list-style-type: none"> <li>(a) identified as such in writing by the Security Agent;</li> <li>(b) subject to a first ranking fixed security interest in favour of the Finance Parties (as defined in the Senior Second Priority Credit Agreement being an Arranger, the Facility Agent, the Security Agent and each Hedging Counterparty), and</li> <li>(c) from which withdrawals may only be made to pay a Finance Party (as defined in the Senior Second Priority Credit Agreement being an Arranger, the Facility Agent, the Security Agent and each Hedging Counterparty) amounts due and payable in respect of which deposits were made to that account for a purpose referred to in paragraph (a) of Clause 7.2 (Mandatory prepayment from receipts) of the Senior Second Priority Credit Agreement.</li> </ul> <p><b>Chargor</b> means the Company, being Oxford Thames Four Pillars Hotel Limited.</p> <p><b>Debtor</b> means any person named in Part A of Schedule 1 of the Intercreditor Agreement and any other Group Member who accedes to the Intercreditor Agreement in accordance with Clause 30.8 (New Debtors) of the Intercreditor Agreement as a Debtor, in each case in its capacity as debtor in respect of the Liabilities</p> <p><b>Event of Default</b> means any event specified in Clause 16.1 (Events of Default) of the Senior Second Priority Credit Agreement</p> <p><b>Existing Ancillary Facilities</b> means any overdraft facilities and/or ancillary facilities made available by HSBC Bank plc to the Operating Companies and in existence at the date of the Senior Second Priority Credit Agreement</p> <p><b>Existing Ancillary Facilities Agreements</b> means the agreements between HSBC Bank plc and certain of the Operating Companies pursuant to which the Existing Ancillary Facilities have been made available</p> <p><b>Facility Agent</b> means HSBC Bank plc</p> <p><b>Finance Documents</b> means the Senior Finance Documents and the Structural Loan Agreement.</p> <p><b>Finance Party</b> includes each of the following:</p> <ul style="list-style-type: none"> <li>(a) each Senior First Priority Creditor;</li> <li>(b) each Senior Second Priority Creditor, and</li> <li>(c) the Structural Loan Lender.</li> </ul>	

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Particulars of a mortgage or charge



4	Amount secured	
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Amount secured		

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Particulars of a mortgage or charge



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## Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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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>Financial Indebtedness</b> means any indebtedness for or in respect of.</p> <ul style="list-style-type: none"> <li>(a) moneys borrowed (including overdrafts);</li> <li>(b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent,</li> <li>(c) any amount raised pursuant to any note purchase facility or the issue of any debenture, bond, note or other similar instrument,</li> <li>(d) receivables sold or discounted (otherwise than on a non-recourse basis);</li> <li>(e) the acquisition cost of any asset to the extent payable after the time of acquisition where the deferred payment is arranged as a method of raising finance or financing or refinancing the acquisition of the asset acquired,</li> <li>(f) finance leases, credit sale or conditional sale agreements (whether in respect of land, buildings, plant, machinery, equipment or otherwise) which are treated as finance or capital leases in accordance with Applicable GAAP (but only to the extent of such treatment),</li> <li>(g) any counter-indemnity obligation in respect of any guarantee, indemnity, bond, standby or documentary credit or other instrument issued by a bank or financial institution in respect of an underlying liability which would fall within one of the other paragraphs of this definition,</li> <li>(h) any agreement for managing or hedging currency and/or interest rate and/or commodity risk (calculated after giving effect to contractual netting),</li> <li>(i) any amount payable under any arrangement (including a put option) whereby a person is liable, at the request of a third party, to redeem or purchase share capital or other securities issued by it or any other person;</li> <li>(j) any other transaction having the commercial effect of a borrowing; or</li> <li>(k) any guarantee, indemnity or similar assurance against financial loss of any person in respect of any indebtedness falling within paragraphs (a) to (j) inclusive,</li> </ul> <p>without taking any amount into account more than once in any calculation of Financial Indebtedness</p> <p><b>Fixtures</b> means in relation to any freehold or leasehold property mortgaged or charged by or pursuant to the Security Agreement all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery and equipment owned by the Chargor from time to time on or forming part of any Property</p>	

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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>Group</b> means the Parent and its Subsidiaries from time to time and <b>Group Member</b> means any of those persons.</p> <p><b>Guarantor</b> means each person identified in Schedule 2 of the Senior Second Priority Credit Agreement and any other Group Member which becomes a Guarantor in accordance with Clause 18.12 (Additional Guarantors) of the Senior Second Priority Credit Agreement</p> <p><b>Hedge Counterparty</b> means each Hedging Counterparty, any person named in Part G of Schedule 1 to the Intercreditor Agreement and any other person who accedes to the Intercreditor Agreement in accordance with Clause 30.3 (Change of Creditor) or Clause 30 7 (New Hedge Counterparties) of such agreement as a Hedge Counterparty</p> <p><b>Hedging Agreements</b> means the agreements entered or to be entered into between Relevant Obligors and any Hedging Counterparty for the purpose of hedging interest rate risk in connection with the Senior Second Priority Finance Documents and any agreement entered into by a Relevant Obligor and a Hedging Counterparty in replacement or renewal thereof</p> <p><b>Hedging Counterparty</b> means a provider of interest rate hedging under the Hedging Agreements (being a person that is a Lender at the time the relevant Hedging Agreement is entered into or an affiliate of such a person that has duly acceded to the Intercreditor Agreement).</p> <p><b>Intercreditor Agreement</b> means the intercreditor agreement, in the agreed form, entered or to be entered into between, among others, HSBC Bank Plc, Spire Holdco 1 Hotels Limited, Spire Holdco 2 Hotels Limited and the Security Agent dated on or about 26 February 2010</p> <p><b>Intra-Group Creditor</b> means any person named in Part F of Schedule 1 of the Intercreditor Agreement and any other Group Member who accedes to the Intercreditor Agreement in accordance with Clause 30.3 (Change of Creditor) or Clause 30 6 (New Intra-group Creditors) of such agreement as an Intra Group Creditor (but excluding, for the avoidance of doubt, the Structural Loan Lender in respect of the Structural Loan Liabilities), in each case in its capacity as creditor in respect of the Intra-Group Liabilities</p> <p><b>Intra-Group Liabilities</b> means any and all present and future sums, liabilities and obligations (actual or contingent and whether incurred solely or jointly with any other person and whether as principal or surety) owing by any Debtor to any Intra-Group Creditor in any currency in respect of Financial Indebtedness together with all related Associated Liabilities, but excluding, for the avoidance of doubt, the Structural Loan Liabilities</p> <p><b>Lease</b> means any present or future lease, underlease, sub-lease, licence, tenancy or right to occupy all or any part of a Property and any agreement for the grant of any of the foregoing.</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		



# MG01 - continuation page

Particulars of a mortgage or charge



5 Mortgagee(s) or person(s) entitled to the charge	
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
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# 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>Lenders</b> means the Original Lenders specified in Schedule 1 of the Senior Second Priority Credit Agreement and any New Lender to whom rights and/or obligations are assigned or transferred in accordance with Clause 18 (Changes to parties) of the Senior Second Priority Credit Agreement (in each case for so long as the relevant person's rights and obligations have not been fully assigned and transferred or repaid and cancelled)</p> <p><b>Liabilities</b> means the Senior First Priority Liabilities, Senior Second Priority Liabilities, the Structural Loan Liabilities, the PIK Liabilities and the Intra-Group Liabilities</p> <p><b>Managing Agent</b> means a managing agent appointed by the Chargor in respect of the Property with the approval of the Facility Agent.</p> <p><b>New Lender</b> has the meaning given to that term in Clause 18.2 (Assignments and transfers by Lenders) of the Senior Second Priority Credit Agreement.</p> <p><b>Obligors</b> means each "Obligor" as defined under the Senior Second Priority Credit Agreement (being including without limitation the Borrower and each Guarantor), each Debtor, each "Borrower" as defined in the Overdraft Facility Agreement (being Spire Bidco Hotels Limited and each Operating Company and Vocalhaven Limited) and each borrower and/or obligor under each Existing Ancillary Facility Agreement</p> <p><b>Operating Companies</b> means each of Four Pillars Hotels Ltd., Cotswold Four Pillars Ltd , Oxford Thames Four Pillars Hotel Ltd , Tortworth Four Pillars Hotel Ltd , Oxford Spires Four Pillars Hotel Ltd and Witney Four Pillars Hotel Ltd</p> <p><b>Original Lenders</b> means AIB Bank Plc, HSBC Bank plc and the Governor and the Company of the Bank of Ireland</p> <p><b>Overdraft Facility</b> means the overdraft facility under the Overdraft Facility Agreement.</p> <p><b>Overdraft Facility Agreement</b> means the overdraft facility agreement dated on or around 26 February 2010 between Spire Bidco Hotels Limited and each Operating Company and Vocalhaven Limited, each as borrower and HSBC Bank plc as lender.</p> <p><b>Overdraft Facility Limit</b> means the overdraft facility limit in respect of the Overdraft Facility Agreement as agreed on the date of the agreement or any other amount as agreed in writing between all the Senior Second Priority Creditors in accordance with Clause 7 (Overdraft and Existing Ancillary Facilities) of the Intercreditor Agreement</p> <p><b>Parent</b> means Spire Holdco 1 Hotels Limited, a company incorporated in England and Wales with registered number 07144178.</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		

# MG01 - continuation page

Particulars of a mortgage or charge



5 Mortgagee(s) or person(s) entitled to the charge	
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# 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>PIK Agent</b> means the "Facility Agent" as defined under each of the PIK Credit Agreements, being HSBC Bank plc in its capacity as agent for the PIK Lenders under the respective PIK Credit Agreements or a successor appointed under Clause 30 5 (Change of Agent) of the Intercreditor Agreement</p> <p><b>PIK Credit Agreements</b> means the PIK Loan A Facility Agreement and the PIK Loan B Facility Agreement and <b>PIK Credit Agreement</b> shall refer to either of the same</p> <p><b>PIK Creditor</b> means the PIK Agent, each PIK Lender, any person named in Schedule 1 Part E of the Intercreditor Agreement and any other person who accedes to the Intercreditor Agreement in accordance with Clause 30 3 (Change of Creditor) of the Intercreditor Agreement as a PIK Creditor</p> <p><b>PIK Finance Documents</b> means each PIK Credit Agreement, the Intercreditor Agreement, each "Finance Document" as defined under the PIK Credit Agreements any accession document entered into in connection with the Intercreditor Agreement and any other document designated as a "PIK Finance Document" by a the PIK Agent and Spire Holdco 1 Hotels Limited</p> <p><b>PIK Lenders</b> means the "Lenders" as defined in each PIK Credit Agreement and <b>PIK Lender</b> shall mean any such "Lender" under any PIK Credit Agreement.</p> <p><b>PIK Liabilities</b> means any and all present and future sums, liabilities and obligations (actual or contingent and whether incurred solely or jointly with any other person and whether as principal or surety) owing by any Debtor to any PIK Creditor in any currency under the PIK Finance Documents together with all related Associated Liabilities.</p> <p><b>PIK Loan A Facility Agreement</b> means the facility agreement dated on or around 24 February 2010 between the Parent and HSBC Bank plc, AIB Group (UK) plc and The Governor and Company of the Bank of Ireland</p> <p><b>PIK Loan B Facility Agreement</b> means the facility agreement dated on or around 26 February 2010 between the Parent and HSBC Bank plc, AIB Group (UK) plc and The Governor and Company of the Bank of Ireland</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	
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# MG01 - continuation page

Particulars of a mortgage or charge



5 Mortgagee(s) or person(s) entitled to the charge	
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# 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>Property</b> means</p> <p>(a) each of the freehold or leasehold properties referred to in and more particularly described in Schedule 1 (Real Property) of those Security Documents which are in turn referred to in the said Part A of Schedule 8 (Security Documents to be executed at signing of the Agreement) of the Senior Second Priority Credit Agreement, and</p> <p>(b) any other present or future or leasehold property in which a Group Member has an interest,</p> <p>but any such property shall cease to be included to the extent only that it has been disposed of by the relevant Property Owner in accordance with Clause 15 2(a) (Disposals) of the Senior Second Priority Credit Agreement and Properties shall be construed accordingly.</p> <p><b>Property Owner</b> means a Group Member who owns a Property or an interest in a Property</p> <p><b>Receiver</b> means an administrative receiver, receiver and manager or a receiver, in each case, appointed under the Security Agreement</p> <p><b>Related Rights</b> means, in relation to any asset:</p> <p>(a) all rights under any licence, agreement for sale or agreement for lease or other use in respect of all or any part of that asset;</p> <p>(b) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of that asset,</p> <p>(c) the proceeds of sale of all or any part of that asset; and</p> <p>(d) any other moneys paid or payable in respect of that asset</p> <p><b>Relevant Obligor</b> means any Debtor and includes:</p> <p>(a) in relation to any Senior First Priority Liabilities, Senior First Priority Finance Documents or Senior First Priority Creditor, any obligor under the Senior First Priority Finance Documents;</p> <p>(b) in relation to any Senior Second Priority Liabilities, Senior Second Priority Finance Documents or Senior Second Priority Creditor, any Obligor in respect of such liabilities (being any Borrower or Guarantor),</p> <p>(c) in relation to any Structural Loan Liabilities, Structural Loan Agreement or Structural Loan Lender, any obligor under the Structural Loan Agreement, and</p> <p>(d) in relation to any PIK Liabilities, PIK Credit Agreements or PIK Creditor, the "Parent" as defined under the PIK Credit Agreements and any obligor under the PIK Credit Agreements.</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	
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# MG01 - continuation page

Particulars of a mortgage or charge



5 Mortgagee(s) or person(s) entitled to the charge	
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
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# 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>Rental Income</b> means the aggregate of all amounts paid or payable to or for the account of the Chargor in connection with the letting of any part of the Property, including each of the following amounts</p> <ul style="list-style-type: none"> <li>(a) rent, licence fees and equivalent amounts paid or payable,</li> <li>(b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations,</li> <li>(c) a sum equal to any apportionment of rent allowed in favour of the Chargor,</li> <li>(d) any other moneys paid or payable in respect of occupation and/or usage of the Property and any fixture and fitting on the Property including any fixture or fitting on the Property for display or advertisement, on licence or otherwise;</li> <li>(e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,</li> <li>(f) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any Lease,</li> <li>(g) any sum paid or payable by any guarantor of any occupational tenant under any Lease,</li> <li>(h) any Tenant Contributions, and</li> <li>(i) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Chargor</li> </ul> <p><b>Resignation Letter</b> means a letter substantially in the form set out in Schedule 12 of the Senior Second Priority Credit Agreement</p> <p><b>Security Agent</b> means HSBC Corporate Trustee Company (UK) Limited for itself and as agent and trustee for each of the Finance Parties.</p> <p><b>Security Agreement</b> means the security agreement dated on or about 26 February 2010 between the Chargor and HSBC Corporate Trustee Company (UK) Limited referred to herein.</p> <p><b>Security Assets</b> means all assets of the Chargor the subject of any security created by the Security Agreement</p> <p><b>Security Documents</b> means the security agreements between each Group Member and the Security Agent and any other document providing for a guarantee or Security Interest in favour of the Finance Parties (as defined therein) in respect of the obligations of one or more Obligor under the Senior Finance Documents</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		

# MG01 - continuation page

Particulars of a mortgage or charge



5 Mortgagee(s) or person(s) entitled to the charge	
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
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# 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>Rental Income</b> means the aggregate of all amounts paid or payable to or for the account of the Chargor in connection with the letting of any part of the Property, including each of the following amounts</p> <ul style="list-style-type: none"> <li>(a) rent, licence fees and equivalent amounts paid or payable;</li> <li>(b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations,</li> <li>(c) a sum equal to any apportionment of rent allowed in favour of the Chargor;</li> <li>(d) any other moneys paid or payable in respect of occupation and/or usage of the Property and any fixture and fitting on the Property including any fixture or fitting on the Property for display or advertisement, on licence or otherwise,</li> <li>(e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,</li> <li>(f) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any Lease,</li> <li>(g) any sum paid or payable by any guarantor of any occupational tenant under any Lease,</li> <li>(h) any Tenant Contributions, and</li> <li>(i) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Chargor</li> </ul> <p><b>Resignation Letter</b> means a letter substantially in the form set out in Schedule 12 of the Senior Second Priority Credit Agreement</p> <p><b>Security Agent</b> means HSBC Corporate Trustee Company (UK) Limited for itself and as agent and trustee for each of the Finance Parties</p> <p><b>Security Agreement</b> means the security agreement dated on or about 26 February 2010 between the Chargor and HSBC Corporate Trustee Company (UK) Limited referred to herein</p> <p><b>Security Assets</b> means all assets of the Chargor the subject of any security created by the Security Agreement.</p> <p><b>Security Documents</b> means the security agreements between each Group Member and the Security Agent and any other document providing for a guarantee or Security Interest in favour of the Finance Parties (as defined therein) in respect of the obligations of one or more Obligor under the Senior Finance Documents</p>	

# MG01 - continuation page

Particulars of a mortgage or charge



4	Amount secured
Amount secured	<p data-bbox="319 324 1029 369">Please give us details of the amount secured by the mortgage or charge</p>

# MG01 - continuation page

Particulars of a mortgage or charge



5

## Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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# 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 Interest** means any mortgage, charge, pledge, lien, assignment or other security interest or any other agreement, trust or arrangement (including a right of set-off or combination) having a similar effect

**Senior Agent** means the "Facility Agent" as defined under the Senior Second Priority Credit Agreement, being HSBC Bank plc in its capacity as agent for the Senior Second Priority Lenders or a successor appointed under Clause 30.5 (Change of Agent) of the Intercreditor Agreement.

**Senior Facility** means the term loan facility to be made available under Clause 2 1 (Senior Facility) of the Senior Second Priority Credit Agreement

**Senior Finance Documents** means the Senior First Priority Finance Document and the Senior Second Priority Finance Documents and Senior Finance Document shall mean any one of the same.

**Senior First Priority Credit Agreements** means the Existing Ancillary Facilities Agreements and the Overdraft Facility Agreement and Senior First Priority Credit Agreement shall refer to either of the same.

**Senior First Priority Creditor** means the Senior Agent, the Security Agent, each Senior First Priority Lender, each any person named in Part B of Schedule 1 of the Intercreditor Agreement and any other person who accedes to the Intercreditor Agreement in accordance with Clause 30 3 (Change of Creditor) of the Intercreditor Agreement as a Senior First Priority Creditor.

**Senior First Priority Finance Documents** means each Senior First Priority Credit Agreement, each Security Document, the Intercreditor Agreement, each Accession Document, any accession document entered into in connection with the Intercreditor Agreement and any other document designated as a "Senior First Priority Finance Document" by a Senior First Priority Lender and Spire Holdco 1 Hotels Limited

**Senior First Priority Lenders** means each lender (however so defined) under any Existing Ancillary Facilities Agreement or Overdraft Facility

**Senior First Priority Liabilities** means any and all present and future sums, liabilities and obligations (actual or contingent and whether incurred solely or jointly with any other person and whether as principal or surety) owing by any Debtor to any Senior First Priority Creditor in any currency under and in respect of

(a) the Existing Ancillary Facilities, up to the Ancillary Facility Limit; or

(b) the Overdraft Facilities, up to the Overdraft Facility Limit, in each case arising under the Senior First Priority Finance Documents, together with all related Associated Liabilities.

# 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		

# MG01 - continuation page

Particulars of a mortgage or charge



5 Mortgagee(s) or person(s) entitled to the charge	
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
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# 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>Senior Second Priority Commitment</b> has the meaning ascribed to the term "Commitment" in the Senior Second Priority Credit Agreement, referring to a Senior Second Priority Lender's commitment to advance funds thereunder</p> <p><b>Senior Second Priority Credit Agreement</b> means the agreement between, among others, Spire Holdco 2 Hotels Limited, HSBC Bank plc, AIB Group (UK) plc and The Governor and Company of the Bank of Ireland as Original Lenders and HSBC Bank plc as facility agent dated on or about 26 February 2010</p> <p><b>Senior Second Priority Creditor</b> means the Security Agent (unless the Senior Second Priority Discharge Date has occurred), the Senior Agent, each Arranger, each Senior Second Priority Lender, each Hedge Counterparty, any person named in Schedule 1 Part C of the Intercreditor Agreement and any other person who accedes to the Intercreditor Agreement in accordance with Clause 30.3 (Change of Creditor) of such agreement as a Senior Second Priority Creditor.</p> <p><b>Senior Second Priority Discharge Date</b> means the date on which all Senior Second Priority Liabilities have been fully paid and discharged (and all Senior Second Priority Commitments of the Senior Second Priority Lenders have been cancelled) and all obligations of the Hedge Counterparties under the Hedging Agreements have been cancelled and no Debtors have any actual or contingent payment obligations under any Senior Second Priority Finance Document</p> <p><b>Senior Second Priority Finance Documents</b> means the Senior Second Priority Credit Agreement, each Security Document, the Intercreditor Agreement, each Hedging Agreement, each Accession Document, each Resignation Letter, each Utilisation Request, and the Agency Fees Letter, any accession document entered into in connection with the Intercreditor Agreement, any "Finance Document" as that term is defined in the Senior Second Priority Credit Agreement and any other document designated as a "Senior Second Priority Finance Document" by the Senior Agent or Security Agent (under the Senior Second Priority Credit Agreement) and Spire Holdco 1 Hotels Limited</p> <p><b>Senior Second Priority Lenders</b> means each "Lender" as defined in the Senior Second Priority Credit Agreement</p> <p><b>Senior Second Priority Liabilities</b> means any and all present and future sums, liabilities and obligations (actual or contingent and whether incurred solely or jointly with any other person and whether as principal or surety) owing by any Debtor to any Senior Second Priority Creditor in any currency under the Senior Second Priority Finance Documents together with all related Associated Liabilities.</p> <p><b>Structural Loan Agreement</b> means the loan agreement dated on or about 24 February 2010, made between Spire Holdco 1 Hotels Limited (as lender) and Spire Holdco 2 Hotels Limited (as borrower)</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	
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# MG01 - continuation page

Particulars of a mortgage or charge



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# 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>Structural Loan Lender</b> means Spire Holdco 1 Hotels Limited, a company incorporated in England and Wales with registered number 07144178.</p> <p><b>Structural Loan Liabilities</b> means any and all present and future sums, liabilities and obligations (actual or contingent and whether incurred solely or jointly with any other person and whether as principal or surety) owing by any Debtor to any Structural Loan Lender in any currency under the Structural Loan Agreement and the Intercreditor Agreement together with all related Associated Liabilities</p> <p><b>Subsidiary</b> means, in relation to a person, an entity of which that person owns directly or indirectly more than 50 per cent of the share capital or whose management and policies that person directly or indirectly has the power to direct whether through the ownership of shares, contract or otherwise.</p> <p><b>Tenant Contributions</b> means any amount paid or payable to the Chargor by any tenant under a Lease or any other occupier of the Property, by way of:</p> <ul style="list-style-type: none"> <li>(a) contribution to: <ul style="list-style-type: none"> <li>(i) insurance premia;</li> <li>(ii) the cost of an insurance valuation,</li> <li>(iii) a service charge in respect of the Chargor's costs under any repairing or similar obligation or in providing services to a tenant of, or with respect to, the Property, or</li> <li>(iv) a sinking fund; or</li> </ul> </li> <li>(b) value added tax or similar taxes</li> </ul> <p><b>Utilisation Request</b> means a notice requesting the Advance substantially in the form set out in Schedule 3 Part B of the Senior Second Priority Credit Agreement.</p>	



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

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

COMPANY NO. 2944262  
CHARGE NO. 11

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 26  
FEBRUARY 2010 AND CREATED BY OXFORD THAMES FOUR  
PILLARS HOTEL LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM EACH OBLIGOR 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 8  
MARCH 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 MARCH 2010

*P. S. J.*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES