

MR01

Particulars of a charge



A fee is payable with this form
Please see 'How to pay' on the
last page

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 charge created or evidenced by
an instrument

☒ What this form is NOT for
You may not use this form to
register a charge where there
instrument Use form MR08

For further information, please

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge
delivered outside of the 21 days it will be rejected unless it is accompa
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This
scanned and placed on the public record Do not send the original

TH THURSDAY



RCS *R3KKQK77* 13/11/2014 #97
COMPANIES HOUSE
LD5 *L3K2WSV4* 06/11/2014 #29
COMPANIES HOUSE

1 Company details

Company number 0 5 6 0 0 7 4 9 ✓
Company name in full MARSTON BRIDGEWOOD MANOR LIMITED ✓

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

2 Charge creation date

Charge creation date d² d⁹ m¹ m⁰ y² y⁰ y¹ y⁴

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name MOUNT STREET LOAN SOLUTIONS LLP
(as Security Agent)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Freehold property known as Bridgewood Manor Hotel, Maidstone Road, Blue Bell Hill, Chatham registered at HM Land Registry under title numbers K648515, K653107, K804549 and K700887.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Allen + Overy LLP on behalf of Chargee X

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name **JOCELYN BUCHANAN**

Company name **ALLEN & OVERY LLP**

Address **ONE BISHOPS SQUARE**

Post town **LONDON**

County/Region

Postcode **E 1 6 A D**

Country **UNITED KINGDOM**

DX

Telephone **02030882210**



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

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included a certified copy of the instrument with this form
- ☒ [x] You have entered the date on which the charge was created
- ☒ [x] You have shown the names of persons entitled to the charge
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ [x] You have given a description in Section 4, if appropriate
- ☒ [x] You have signed the form
- ☒ [x] You have enclosed the correct fee
- ☒ [x] Please do not send the original instrument, it must be a certified copy



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 filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

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

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

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



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5600749

Charge code: 0560 0749 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th October 2014 and created by MARSTON BRIDGEWOOD MANOR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th November 2014

Given at Companies House, Cardiff on 19th November 2014



Companies House



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

DEBENTURE

DATED 29 OCTOBER 2014

THE COMPANIES LISTED IN SCHEDULE 1
as Chargors

and

MOUNT STREET LOAN SOLUTIONS LLP
as Security Agent

relating to
£200,000,000 facility agreement for The QHotels Group

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES
ACT 2006 I CERTIFY THAT THIS IS A CORRECT
COPY OF THE ORIGINAL DOCUMENT

Allen & Overy LLP
5.11.2014

ALLEN & OVERY

Allen & Overy LLP

0106823-0000005 BK 29306867 9

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THIS DEED is dated 29 October 2014 and is made

BETWEEN

- (1) THE COMPANIES listed in Schedule 1 (Chargors) as chargors (the **Chargors** and each a **Chargor**), and **LOAN**
- (2) MOUNT STREET SOLUTIONS LLP (the **Security Agent**) as security trustee for the Secured Parties (as defined in the Credit Agreement defined below)

A&O

BACKGROUND

- (A) The Chargors enter into this Deed in connection with the Credit Agreement (as defined below)
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

1. INTERPRETATION

1.1 Definitions

In this Deed:

Act means the Law of Property Act 1925

Credit Agreement means the £200,000,000 credit agreement dated 22 May 2014 (and as amended and restated on or about the date of this Deed) between (among others) Devonshire Point Limited as borrower, the Chargors as guarantors and the Security Agent

Fixed Scottish Security means any Security granted under

- (a) the Standard Security, and
- (b) any Security Document entered into by a Chargor pursuant to Clause 53 (Acquisitions)

Hedging Agreement means any hedging agreement entered into by the Borrower in accordance with clause 8.3 (Hedging) of the Credit Agreement

Intra-Group Completion Date means, in respect of an Intra-Group Consent Property, the date on which the relevant Third Party Consent is granted in respect of that Intra-Group Consent Property

Intra-Group Document means

- (a) any document listed in Schedule 3 (Intra-Group Documents), or
- (b) any other document contemplated by the definition of Intra-Group Indebtedness Document

Party means a party to this Deed

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

Relevant Contract means

- (a) any Hedging Agreement,
- (b) any Intra-Group Document,
- (c) any Subordinated Debt Document,
- (d) any Permitted Hotel Management Agreement, and
- (e) any other document designated as such by the Agent and the Obligors' Agent

Secured Liabilities means 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 Transaction Obligor to any Secured Party under each Finance Document

Security Assets means all assets of a Chargor the subject of any security created by this Deed

Security Interest means a mortgage, charge, pledge, lien, assignment by way of security, hypothecation 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 this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

1.2 Construction

- (a) Capitalised terms defined in the Credit Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- (b) The provisions of clause 1.2 (Construction), 1.3 (Currency symbols and definitions) and 1.4 (Third Party Rights) of the Credit Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Credit Agreement will be construed as references to this Deed
- (c)
 - (i) A Finance Document or other agreement or instrument includes (without prejudice to any prohibition on amendments) any amendment to that Finance Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility,
 - (ii) the term **this Security** means any security created by this Deed, and
 - (iii) a reference to any asset includes present and future properties, revenues and rights of every description
- (d) Any covenant of any Chargor under this 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 this Deed to the extent required to

ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

- (f) If the Security Agent (acting reasonably) considers that an amount paid to a Secured 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 this Deed
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed
 - (i) is created in favour of the Security Agent,
 - (ii) is created over present and future assets of each Chargor,
 - (iii) is security for the payment and satisfaction 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) The Security Agent holds the benefit of this Deed on trust for the Secured Parties

2.2 Land

- (a) Other than in respect of any Intra-Group Consent Property each Chargor charges
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property (excluding any such freehold or leasehold property in Scotland) now owned by it, this includes the real property (if any) specified in Part 1 or Part 2 of Schedule 2 (Real Property), and
 - (ii) (to the extent that they are not either the subject of a mortgage under sub-paragraph (i) above or freehold or leasehold property in Scotland) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it
- (b) On and from the Intra-Group Completion Date in respect of an Intra-Group Consent Property each Chargor charges
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property (excluding any such freehold or leasehold property in Scotland) now owned by it, this includes the real property (if any) specified in Part 3 of Schedule 2 (Real Property), and
 - (ii) (to the extent that they are not either the subject of a mortgage under sub-paragraph (i) above or freehold or leasehold property in Scotland) by way of first fixed charge

all estates or interests in any freehold or leasehold property now or subsequently owned by it

- (c) A reference in this Clause 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 relevant Chargor in respect of that property or any moneys paid or payable in respect of those covenants

2.3 Securities

- (a) Each Chargor charges 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 Clause 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

2.4 Plant and machinery

Each Chargor charges by way of a first fixed charge all plant and machinery owned by that Chargor and its interest in any plant or machinery in its possession.

2.5 Credit balances

Each 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 Credit Agreement or this Deed) it has with any person and the debt represented by it

2.6 Book debts etc.

Each Chargor charges by way of a first fixed charge

- (a) all of its book and other debts,
- (b) all other moneys due and owing to it, and
- (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

2.7 Insurances

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption

- (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

- (b) all moneys payable and all monies paid to it under or in respect of all such contracts of insurance

2.8 Other contracts

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights
 - (i) under each Relevant Contract,
 - (ii) under each Lease Document,
 - (iii) in respect of any rental income received under any Lease Document,
 - (iv) under any guarantee of rental income contained in or relating to any Lease Document, and
 - (v) under any other agreement to which it is a party (and which is capable of being assigned to the Security Agent) except to the extent that it is subject to any fixed security created under any other term of this Clause
- (b) Except to the extent assigned under paragraph (a) above or to the extent that it is subject to any fixed security created under any other term of this Clause, each Chargor charges by way of a first fixed charge any agreement to which it is a party

2.9 Intellectual Property

Each Chargor charges by way of a first fixed charge, all of its rights in respect of its Intellectual Property, whether registered or not, including all applications for the same

2.10 Miscellaneous

Each Chargor charges 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

2.11 Fixed Scottish Security

The fixed security created under Clauses 2.2 (Land) to 2.10 (Miscellaneous) (inclusive) excludes all assets and undertakings effectively secured by the Fixed Scottish Security

2.12 Floating charge

- (a) Each Chargor charges by way of a first floating charge all its assets (other than, until the Intra-Group Completion Date in respect of that Intra-Group Consent Property, any Intra-

Group Consent Property) not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause including all of its assets located in Scotland or otherwise governed by Scots law whether or not such assets are so effectively mortgaged, charged or assigned

- (b) Except as provided below (and without prejudice to the terms of the Credit Agreement which provide for the operation of any account), the Security Agent may by notice to a Chargor convert the floating charge created by this Clause into a fixed charge as regards any of that Chargor's assets specified in that notice, if
 - (i) an Event of Default is continuing, or
 - (ii) the Security Agent reasonably 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
- (c) The floating charge created by this Clause 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 the Insolvency Act 1986
- (d) The floating charge created by this Clause will automatically convert into a fixed charge over all of the relevant Chargor's assets if an administrator is appointed or the Agent receives notice of an intention to appoint an administrator
- (e) The floating charge created by this Clause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

3. REPRESENTATIONS - GENERAL

3.1 Nature of security

Subject to the Legal Reservations and the Perfection Requirements, each Chargor represents and warrants to each Finance Party that this Deed creates those Security Interests it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of that Chargor or otherwise

3.2 Times for making representations

- (a) The representations and warranties set out in this Deed (including in this Clause) are made on the date of this Deed
- (b) Unless a representation or warranty is expressed to be given at a specific date, each representation or warranty under this Deed is deemed to be repeated by each Chargor on the date of the Utilisation Request, on the Utilisation Date and on the first day of each Interest Period
- (c) When a representation or warranty is repeated, it is applied to the circumstances existing at the time of repetition

4. RESTRICTIONS ON DEALINGS

4.1 Security

Except as expressly allowed in the Credit Agreement, no Chargor may create or permit to subsist any Security Interest on any Security Asset (except for this Security)

4.2 Disposals

Except as expressly allowed in the Credit Agreement, no Chargor may sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trading of any Security Asset subject to the floating charge created under this Deed

5. LAND

5.1 General

In this Clause

Fixtures means all fixtures and fittings and fixed plant and machinery on the Mortgaged Property

Insured Property Assets means the Premises and all the relevant Chargor's other assets of an insurable nature in the Premises

Mortgaged Property means all freehold or leasehold property included in the definition of Security Assets

Premises means all buildings and erections included in the definition of Security Assets

5.2 Notices to tenants

Each Chargor must

- (a) if so required by the Security Agent whilst a Default is outstanding, immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (Forms of Letter for Occupational Tenants), on each tenant of the Mortgaged Property, and
- (b) use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (Forms of Letter for Occupational Tenants)

5.3 Acquisitions

If any Chargor acquires any heritable, freehold or leasehold property after the date of this Deed it must

- (a) notify the Agent immediately,
- (b) promptly on request by the Agent and at the cost of the relevant Chargor
 - (i) execute and deliver to the Agent a legal mortgage over that property, or

- (ii) in respect of any heritable or long-leasehold property located in Scotland, grant a standard security over such property and an assignation (governed by Scots law) in respect of any entitlement to rental income from such property,

in each case, in favour of the Security Agent and in any form which the Agent (acting reasonably) may require,

- (c) if the title to that freehold or leasehold property or heritable or long-leasehold property (as applicable) is registered at a Land Registry or required to be so registered, give the relevant Land Registry written notice of this Security, and
- (d) if applicable, ensure that this Security is correctly noted in the Register of Title or recorded or registered (as applicable) against that title at the relevant Land Registry

5.4 H.M. Land Registry

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H M Land Registry

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [] referred to in the charges register or their conveyancer (Standard Form P)"

5.5 Deposit of title deeds

Each Chargor must deposit with the Security Agent all deeds and documents of title relating to the Mortgaged Property and all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of that Chargor

6. SECURITIES

6.1 General

In this Clause

Investments means

- (a) all shares, stocks, debentures, bonds or other securities and investments included in the definition of Security Assets in Clause 1.1 (Definitions),
- (b) any dividend or interest paid or payable in relation to any of the above, and
- (c) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise

6.2 Investments

Each Chargor represents to each Finance Party that

- (a) the Investments are fully paid, and
- (b) it is the sole legal and beneficial owner of the Investments

6.3 Deposit

Each Chargor must

- (a) immediately deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to any Investment, and
- (b) promptly execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner or otherwise obtain a legal title to any Investment

6.4 Changes to rights

No Chargor will take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Investments being altered

6.5 Calls

- (a) Each Chargor must pay all calls or other payments due and payable in respect of any Investment
- (b) If any Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any Investment on behalf of that Chargor. The relevant Chargor must immediately on request reimburse the Security Agent for any payment made by the Security Agent under this Clause

6.6 Other obligations in respect of Investments

- (a) Each Chargor must promptly comply with all requests for information which is within its knowledge and which are made under any law or regulation or by any listing or other authority or any similar provision contained in any articles of association or other constitutional document relating to any of the Investments save where failure to do so will not have a Material Adverse Effect. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of the relevant Chargor.
- (b) Each Chargor must comply with all other conditions and obligations assumed by it in respect of any Investment save where failure to do so will not have a Material Adverse Effect.
- (c) The Security Agent is not obliged to
 - (i) perform any obligation of any Chargor,
 - (ii) make any payment,
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or any Chargor, or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any Investment

6.7 Voting rights

- (a) Before this Security becomes enforceable
 - (i) the voting rights, powers and other rights in respect of the Investments must (if exercisable by the Security Agent) be exercised in any manner which the relevant Chargor may direct in writing, and
 - (ii) all dividends or other income paid or payable in relation to any Investments must be paid to the General Account
- (b) Each Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of the Investments as permitted by this Deed on the direction of the relevant Chargor
- (c) After this Security has become enforceable, the Security Agent may exercise (in the name of the relevant Chargor and without any further consent or authority on the part of that Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise

6.8 Financial Collateral

- (a) To the extent that the assets mortgaged or charged under this Deed constitute "financial collateral" and this Deed and the obligations of the relevant Chargor under this Deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226)) the Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities
- (b) Where any financial collateral is appropriated
 - (i) if the financial collateral is listed or traded on a recognised exchange its value will be taken as the value at which it could have been sold on the exchange on the date of appropriation, or
 - (ii) in any other case, the value of the financial collateral will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it,

and each Secured Party will give credit for the proportion of the value of the financial collateral appropriated to its use

7. ACCOUNTS

7.1 General

In this Clause **Account Bank** means a person with whom an Account is maintained under the Credit Agreement

7.2 Notices of charge

Each Chargor must

- (a) immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 5 (Forms of Letter for Account Bank), on each Account Bank, and
- (b) use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 5 (Forms of Letter for Account Bank)

8. RELEVANT CONTRACTS

8.1 Notices of assignment

Each Chargor must, at the request of the Security Agent

- (a) immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 6 (Forms of Letter for Relevant Contracts), on each counterparty to a Relevant Contract (other than on a counterparty to a Hedging Agreement or a Permitted Hotel Management Agreement),
- (b) in the case of each Relevant Contract other than an Intra-Group Document, use reasonable endeavours to ensure or, in the case of an Intra-Group Document, procure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 6 (Forms of Letter for Relevant Contracts),
- (c) immediately after entering into any Hedging Agreement or any Permitted Hotel Management Agreement, serve a notice of assignment, substantially in the form of Part 1 of Schedule 6 (Forms of Letter for Relevant Contracts) on each counterparty to a Hedging Agreement or a Permitted Hotel Management Agreement, and
- (d) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 6 (Forms of Letter for Relevant Contracts)

9. INTELLECTUAL PROPERTY

9.1 General

In this Clause **Intellectual Property Rights** means a Chargor's Intellectual Property, whether registered or not, including all applications for the same and which are Security Assets

9.2 Representations

Each Chargor represents to each Finance Party that

- (a) the Intellectual Property Rights owned by it are all of the Intellectual Property Rights required by it in order for it to carry on its business as it is now being conducted,
- (b) it is the sole legal and beneficial owner of those Intellectual Property Rights,
- (c) those Intellectual Property Rights are free of any Security Interests (except for those created by or under this Deed) and any other rights or interests (including any licences) in favour of third parties,

- (d) it does not, in carrying on its business, infringe any Intellectual Property Rights of any third party; and
- (e) to its knowledge, no Intellectual Property Right owned by it is being infringed, nor is there any threatened infringement of any such Intellectual Property

9.3 Preservation

- (a) Each Chargor must
 - (i) make such registrations and pay such fees, registration taxes and similar amounts as are necessary to keep its Intellectual Property Rights in force,
 - (ii) take all other steps which are reasonably practicable to maintain and preserve its interests in its Intellectual Property Right,
 - (iii) if requested to do so by the Agent, make entries in any public register of its Intellectual Property Rights which either record the existence of this Deed or the restrictions on disposal imposed by this Deed, and
 - (iv) take such reasonable steps as are necessary (including the institution of legal proceedings) to prevent third parties infringing those Intellectual Property Rights unless such steps are disproportionate or uneconomic
- (b) Each Chargor must ensure that, except with the prior consent of the Agent, none of its Intellectual Property Rights which is registered is abandoned or cancelled, lapses or is liable to any claim of abandonment for non-use or otherwise

10. WHEN SECURITY BECOMES ENFORCEABLE

10.1 Event of Default

This Security will become immediately enforceable if

- (a) an Event of Default occurs and is continuing, and
- (b) the Agent has sent a notice to the Obligors' Agent pursuant to clause 24 17(b) (Acceleration) of the Credit Agreement

10.2 Discretion

After this Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Majority Lenders direct

10.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable

11. ENFORCEMENT OF SECURITY

11.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security
- (c) The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of section 99 or 100 of the Act

11.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable

11.3 Privileges

Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

11.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents will be concerned to enquire

- (a) whether the Secured Liabilities have become payable,
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised,
- (c) whether any money remains due under the Finance Documents, or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied

11.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Agent may
 - (i) redeem any prior Security Interest against any Security Asset, and/or
 - (ii) procure the transfer of that Security Interest to itself, and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer, any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on any Chargor

- (b) Each Chargor must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest

11.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it

12. RECEIVER

12.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if
 - (i) this Security has become enforceable, or
 - (ii) any Chargor or the Obligors' Agent (acting on behalf of the relevant Chargor) so requests the Security Agent in writing at any time
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986
- (e) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies

12.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

12.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply

12.4 Agent of the Chargors

- (a) A Receiver will be deemed to be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under

the Act Each Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver

- (b) No Finance Party will incur any liability (either to any Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason

12.5 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver

13. POWERS OF RECEIVER

13.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law, this includes
 - (i) in the case of an administrative receiver, all the rights powers and discretions conferred on an administrative receiver under the Insolvency Act 1986, and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver

13.2 Possession

A Receiver may take immediate possession of, get in and collect any Security Asset

13.3 Carry on business

A Receiver may carry on any business of any Chargor in any manner he thinks fit

13.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit
- (b) A Receiver may discharge any person appointed by any Chargor

13.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit

13.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the relevant Chargor

13.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

13.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset

13.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit

13.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset

13.11 Subsidiaries

A Receiver may form a Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset

13.12 Delegation

A Receiver may delegate his powers in accordance with this Deed

13.13 Lending

A Receiver may lend money or advance credit to any customer of any Chargor

13.14 Protection of assets

A Receiver may

- (a) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset,

- (b) commence and/or complete any building operation, and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he thinks fit

13.15 Other powers

A Receiver may

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law,
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset, and
- (c) use the name of any Chargor for any of the above purposes

14. APPLICATION OF PROCEEDS

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Deed will be held and applied in accordance with clause 27 (Application of Proceeds) of the Credit Agreement

15. DELEGATION

15.1 Power of Attorney

The Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed

15.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Security Agent or any Receiver may think fit

15.3 Liability

Neither the Security Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate

16. FURTHER ASSURANCES

Each Chargor must, at its own expense, take whatever action the Security Agent or a Receiver may reasonably require for

- (a) creating, perfecting or protecting any security intended to be created by this Deed, or
- (b) at any time after this Security has become enforceable, 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, which shall include

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Agent 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 Agent may think expedient

17. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which that Chargor is obliged to take under this Deed or, in respect of QHHL, under clause 22.26 (Intra-Group Indebtedness) of the Credit Agreement, but has failed to do so. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

18. MISCELLANEOUS

18.1 Covenant to pay

Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

18.2 Tacking

Each Lender must perform its obligations under the Credit Agreement (including any obligation to make available further advances).

18.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, a Finance Party may open a new account with the relevant Chargor.
- (b) If the Finance Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to the Finance Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability (provided that if the balance on such new account is sufficient to pay or repay the Secured Liabilities in full, the balance of any such new account must be promptly applied in payment or repayment of the Secured Liabilities in full).

18.4 Time deposits

Without prejudice to any right of set-off any Finance Party may have under any other Finance Document or otherwise, if any time deposit matures on any account any Chargor has with any Finance Party within the Security Period when

- (a) this Security has become enforceable, and

(b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Finance Party considers appropriate

18.5 Notice of assignment

This Deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by any Chargor to any other member of the Group and contained in any other Security Document

19. RELEASE

At the end of the Security Period, the Finance Parties must, at the request and cost of the Chargors, take whatever action is necessary to release the Security Assets from this Security or any other Security Document

20. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed

SCHEDULE 1**CHARGORS**

Name of Debtor	Jurisdiction of Incorporation	Registration number (or equivalent)
Devonshire Point Limited	England and Wales	08907134
Ashford International Hotel Limited	England and Wales	02176399
Briggate Lodge Limited	England and Wales	03547590
Chase Hotel (Cheltenham) Limited	England and Wales	05649407
Chesford Grange Hotel Limited	England and Wales	04684095
Fanfare Hotels Limited	England and Wales	03577519
Forest Pines (Lincolnshire) Limited	England and Wales	03398544
Leeds Hotel Limited	England and Wales	04692388
Marston Aldwark Manor Limited	England and Wales	05600709
Marston Bridgewood Manor Limited	England and Wales	05600749
Marston Centrecourt Limited	England and Wales	05600708
Marston Crewe Hall Limited	England and Wales	05600743
Marston Hellidon Lakes Limited	England and Wales	05601310
Marston Hotels Limited	England and Wales	02480483
Marston Oxford Belfry Limited	England and Wales	05600755
Marston Stratford Manor Limited	England and Wales	05600747
Marston Tankersley Manor Limited	England and Wales	05600706
Marston Hotels Holdings Limited	England and Wales	03948742

M H Freeholds Limited	England and Wales	05600597
Midland Hotel and Conference Centre Limited	England and Wales	01591841
Midland Hotel (Manchester) Limited	England and Wales	04995480
Midmint Limited	England and Wales	02402708
Nottingham Belfry Limited	England and Wales	03508816
Norton Park Hotel Limited	England and Wales	05415036
Park Royal Hotel Limited	England and Wales	05299922
QHotels Limited	England and Wales	04683806
QHotels Holdings Limited	England and Wales	08357578
QHotels Investments Limited	England and Wales	05961557
QHotels Services Limited	England and Wales	04684096
Telford Golf and Country Club Hotel Limited	England and Wales	05981250
Warwick Hotel Limited	England and Wales	04683883
Westerwood Hotel Limited	England and Wales	05649418
Westerwood Hotels (Holdings) Limited	England and Wales	05701455

SCHEDULE 2

REAL PROPERTY

PART 1

REGISTERED REAL PROPERTY

No.	Legal owner	Beneficial owner	Freehold/Leasehold	Address	Title Number	Inter-company lease (Y/N)	Registered Proprietor of Inter-company lease	Property Description in Inter-company lease (if different)	Title Number(s) of Inter-company lease
1	Marston Crewe Hall Limited Company (registered number 5600743)	Marston Crewe Hall Limited Company (registered number 5600743)	Freehold	Crewe Hall and land and buildings adjoining Crewe Hall, Weston Road, Crewe, CW1 6UZ	CH423740 CH463066	Y - 2 (1) 25 years (2) 999 years	(1) Marston Hotels Limited (2) Marston Crewe Hall Limited	(1) N/A (2) Quadrangle Building and Car Park, Crewe Hall, Weston Road CW1 6UY	(1) CH545610 (2) CH423742
2	Ashford International Hotel Limited (registered number 02176399)	Ashford International Hotel Limited (registered number 02176399)	Freehold	Land and buildings known as Ashford International Hotel, Simone Weil Avenue, Ashford	K647058	N			

No.	Legal owner	Beneficial owner	Freehold/Leasehold	Address	Title Number	Inter-company lease (Y/N)	Registered Proprietor of Inter-company lease	Property Description in Inter-company lease (if different)	Title Number(s) of Inter-company lease
				TN24 8UX					
3	Cheltenham Chase Hotel Limited (5649407)	Cheltenham Chase Hotel Limited (5649407)	Freehold	Cheltenham and Gloucester Moat House, Shurdington Road, Brockworth	GR143876	N			
4	Chesford Grange Hotel Limited (04684095)	Chesford Grange Hotel Limited (04684095)	Freehold	Chesford Grange Hotel, Kenilworth, Warwick, CV8 2LD & East and West Spinneys, Wootton Hill	WK283205 and WK380830	N			
5	Marston Bridgewood Manor Limited (registered number 5600749)	Marston Bridgewood Manor Limited (registered number 5600749)	Freehold	Bridgewood Manor Hotel Maidstone Road Blue Bell Hill, Chatham	K648515, K653107, K804549, K700887,	Y	Marston Hotels Limited	Bridgewood Manor Hotel, Walderslade Woods, Chatham	K897127

No.	Legal owner	Beneficial owner	Freehold/Leasehold	Address	Title Number	Inter-company lease (Y/N)	Registered Proprietor of Inter-company lease	Property Description in Inter-company lease (if different)	Title Number(s) of Inter-company lease
	Marston Hotels Limited (registered number 2480483)	Marston Hotels Limited (registered number 2480483)	Freehold	Bridgewood Manor Hotel, maidstone Road, Blue Bell Hill, Chatham	K820379 and K709527	N			
6	Marston Hotels Limited (registered number 2480483)	Marston Hotels Limited (registered number 2480483)	Leasehold	The Cambridge Belfry, Back Lane, Great Cambourne, Cambridge CB23 6BW	CB288015 and CB288016	N			
7	Marston Aldwark Manor Limited (registered number 5600709)	Marston Aldwark Manor Limited (registered number 5600709)	Freehold	Land and Buildings known as Aldwark Manor, Aldwark, Alne, North Yorkshire	NYK122375, NYK90041, NYK148380, NYK71225, NYK83484, NYK92442, NYK234396, and NYK240246	Y	Marston Hotels Limited	N/A	NYK318092 and NYK323067
8	Nottingham Belfry Limited (registered number 2480483)	Nottingham Belfry Limited (registered number 2480483)	Leasehold	Nottingham Belfry Hotel,	NT392098	N			

No.	Legal owner	Beneficial owner	Freehold/Leasehold	Address	Title Number	Inter-company lease (Y/N)	Registered Proprietor of Inter-company lease	Property Description in Inter-company lease (if different)	Title Number(s) of Inter-company lease
	number 3508816)	Limited (registered number 3508816)		Mellors Way, Nottingham Business Park, Nottingham, NG8 6PY					
9	Westwood Hotel Limited (registered number 5649418)	-	Heritable Ownership	Westwood Hotel and Golf Resort, Cumbernauld, G68 0EW	DMB66617 and DMB19241				
10	Midland Hotel (Manchester) Limited (registered number 04995480)	Midland Hotel (Manchester) Limited (registered number 04995480)	Freehold	Land and buildings known as the Midland Hotel (described in the registered title as "Stanley Midland Casino"), Lower Moseley Street, Manchester, M2 5QS	LA21577	N			
11	Forest Pines (Lincolnshire) Limited (registered	Forest Pines (Lincolnshire) Limited	Freehold	Forest Pines, Ermene Street, Broughton, Brigg	HS147553, HS241239, HS296732	N			

No.	Legal owner	Beneficial owner	Freehold/Leasehold	Address	Title Number	Inter-company lease (Y/N)	Registered Proprietor of Inter-company lease	Property Description in Inter-company lease (if different)	Title Number(s) of Inter-company lease
	number 3398544)	(registered number 3398544)		DN20 0AQ	and HS331738				
12	Marston Oxford Belfry Limited (registered number 5600755)	Marston Oxford Belfry Limited (registered number 5600755)	Freehold	Land and buildings known as Oxford Belfry Hotel, Brimpton Grange, north side of London Road, Milton Common, Thame OX9 2JW	ON72748 ON198733 ON201262 and ON210270	Y	Marston Hotels Limited (registered number 2480483)	Oxford Belfry Hotel, London Road, Milton Common, Tiddington, Oxfordshire OX9 2JW	ON261672 and ON264314
13	Norton Manor Hotel Limited (registered number 5415036)	Norton Manor Hotel Limited (registered number 5415036)	Freehold	Land on the west side of A30 Sutton Scotney and Norton Park Hotel, Billington Road, Norton Winchester, SO21 3ND	HP650408 HP577176	N			
14	Park Royal Hotel Limited (registered number 5299922)	Park Royal Hotel Limited (registered number 5299922)	Freehold and leasehold in relation to a	The Park Royal International Hotel & Club, Stretton Road,	CH340902, CH254861, CH272703, CH406425,	N			

No.	Legal owner	Beneficial owner	Freehold/Leasehold	Address	Title Number	Inter-company lease (Y/N)	Registered Proprietor of Inter-company lease	Property Description in Inter-company lease (if different)	Title Number(s) of Inter-company lease
		5299922)	cottage	and 1-5 Beech Cottages and Field View, Sparkhall Close and Northview and land on the south side of Stretton Road and land on the south side of Northwich Road Stretton Warrington WA4 4NR	CH415160, CH255254, CH364457, CH332917, CH331567 and CH151324				
15	Marston Tankersley Manor Limited (registered number 05600706)	Marston Tankersley Manor Limited (registered number 05600706)	Freehold	Land and buildings known as Tankersley Manor Hotel, Church Lane, Tankersley, Barnsley, South Yorkshire S75 3DQ	SYK291424	Y	Marston Hotels Limited	N/A	SYK515164
16	Marston Hellidon Lakes Limited (registered number	Marston Hellidon Lakes Limited	Freehold and leasehold	Land and buildings known as Hellidon Lakes	HN13427 NN135437	Y	Marston Hotels Limited	Hellidon Lakes Hotel and Golf	NN264887 &

No.	Legal owner	Beneficial owner	Freehold/Leasehold	Address	Title Number	Inter-company lease (Y/N)	Registered Proprietor of Inter-company lease	Property Description in Inter-company lease (if different)	Title Number(s) of Inter-company lease
	5601310)	(registered number 5601310)		Hotel and Golf Club, Priors Marston Road, Hellidon, NN11 Daventry, NN11 6GG	NN138227 WK332794 WK333961 NN142825 (L/H)		(registered number 2480483)	Club, Hellidon, Northamptonshire, NN11 6GG	NN261334
17	Marston Centrecourt Limited (registered number 5600708)	Marston Centrecourt Limited (registered number 5600708)	Freehold/Leasehold	Land and buildings known as The Hampshire Court Hotel and Tennis Centre (known as "Centre Court") Centre Drive, Chineham, Basingstoke, RG24 8FY	HP613187 (f/h) HP773418 (l/h)	Y - 3	HP435017 - Marston Centrecourt Limited (CRN 5600708), HP668921 - Marston Hotels Limited (CRN 2480483)	Land adjoining the Hotel and Tennis Centre at Chineham, Basingstoke, Hampshire Centre Court Tennis & Health Club, Centre Drive, Chineham, Basingstoke, RG24 8FY	HP435017 HP668921

No.	Legal owner	Beneficial owner	Freehold/Leasehold	Address	Title Number	Inter-company lease (Y/N)	Registered Proprietor of Inter-company lease	Property Description in Inter-company lease (if different)	Title Number(s) of Inter-company lease
								Land for Hotel and Tennis Centre at Chineham, Basingstoke, Hampshire	
18	Telford Golf and Country Club Hotel Limited (registration number 5981250)	Telford Golf and Country Club Hotel Limited (registration number 5981250)	Freehold	Land and buildings known as Telford Golf & Country Club Hotel, Great Hay Drive, Sutton Hill, Telford, TF7 4DT	SL114060	N			
19	Leeds Hotel Limited (registration number 4692388)	Leeds Hotel Limited (registration number 4692388)	Leasehold	Queens Hotel, City Square, Leeds, LS1 1PJ	WYK316711	N			
20	Marston Stratford Manor Limited (registration number 4692388)	Marston Stratford Manor Limited	Freehold	Land and buildings known as Stratford Manor Hotel,	WK309919 and WK331178	Y	Marston Hotels Limited (CRN)		WK427222

No.	Legal owner	Beneficial owner	Freehold/Leasehold	Address	Title Number	Inter-company lease (Y/N)	Registered Proprietor of Inter-company lease	Property Description in Inter-company lease (if different)	Title Number(s) of Inter-company lease
	number 5600747)	(registration number 5600747)		Warwick Road, Black Hill Stratford-upon-Avon, CV37 0PY and the land on the east side of Warwick Road Black Hill, Stratford-Upon-Avon			2480483)		
21	Marston Hotels Limited (registration number 2480483)	Marston Hotels Limited (registration number 2480483)	Freehold	Land and buildings known as the Stratford Hotel, Arden Street, Stratford upon Avon CV37 6QQ	WK357574	N			

PART 2

UNREGISTERED REAL PROPERTY

No.	Legal owner	Beneficial owner	Freehold/Leasehold	Address	Title Number	Inter-company lease (Y/N)	Registered Proprietor of Inter-company lease	Property Description in Inter-company lease (if different)	Title Number(s) of Inter-company lease
1			Freehold	Land at Forest Pines, Ermine Street, Broughton, Brigg DN20 0AQ being 1 The area hatched red on the attached plan titled "PK3" (having an approximate area of 750 square metres), and 2 The area shaded yellow on the attached plan titled "PK4"					
2	Marston Oxford Belfry Limited (registered number 5600755)	Marston Oxford Belfry Limited (registered number)	Freehold	Land at Oxford Belfry Hotel, Brimpton Grange, north side of London Road,					

		5600755)		Milton Common, Thame OX9 2JW being the area shaded blue on the attached plan titled "Unregistered Land – Oxford Belfry"						
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PART 3
INTRA-GROUP CONSENT PROPERTIES

No.	Legal owner	Beneficial owner	Freehold/Leasehold	Address	Title Number	Inter-company lease (Y/N)	Registered Proprietor of Inter-company lease	Property Description in Inter-company lease (if different)	Title Number(s) of Inter-company lease
1	Marston Hotels Limited (registered number 2480483)	Marston Hotels Limited (registered number 2480483)	Leasehold	The Cambridge Belfry, Back Lane, Great Cambourne, Cambridge CB23 6BW	CB288015 and CB288016	N			
2	Leeds Hotel Limited (registration number 4692388)	Leeds Hotel Limited (registration number 4692388)	Leasehold	Queens Hotel, City Square, Leeds, LS1 1PJ	WYK316711	N			
3	Telford Golf and Country Club Hotel Limited (registration number 5981250)	Telford Golf and Country Club Hotel Limited (registration number 5981250)	Freehold	Land and buildings known as Telford Golf & Country Club Hotel, Great Hay Drive, Sutton Hill, Telford, TF7 4DT	SL114060	N			

SCHEDULE 3
INTRA-GROUP DOCUMENTS

- 1 The Amended Existing Facility Agreement
- 2 The guarantee dated 16 February 2005 between, among others, Leeds Hotel Limited and Irish Bank Resolution Corporation Limited (as assigned to DPL and as subsequently assigned to QHHL) as acceded to by Telford Golf and Country Club Hotel Limited pursuant to a deed of accession dated 13 November 2006,
- 3 The debenture dated 16 February 2005 between, among others, Leeds Hotel Limited and Irish Bank Resolution Corporation Limited (as assigned to DPL and as subsequently assigned to QHHL)
- 4 The debenture dated 21 November 2006 between, among others, Telford Golf and Country Club Hotel Limited and Irish Bank Resolution Corporation Limited (as assigned to DPL and as subsequently assigned to QHHL)

SCHEDULE 4

FORMS OF LETTER FOR OCCUPATIONAL TENANTS

PART 1

NOTICE TO OCCUPATIONAL TENANT

[On the letterhead of the Chargor]

To: [Occupational tenant]

[Date]

Dear Sirs,

Re. [Name of property]

**Security Agreement dated [] 2014 between [Chargor]
and Mount Street Loan Solutions LLP (the Security Agreement)**

We refer to the lease dated [] and made between [] and [] (the Lease)

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security to Mount Street Loan Solutions LLP (as security trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights under the Lease

We irrevocably instruct and authorise you to pay any rent payable by you under the Lease to our account with Barclays Bank plc, Account No [], Sort Code [] (the **Operating Account**)

The instructions in this letter apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent marked for the attention of Steve Northage / Mark Burt at Mount Street Loan Solutions LLP, First Floor, Connaught House, 1 – 3 Mount Street, London W1K 3NB with a copy to ourselves

Yours faithfully,

(Authorised Signatory)
[CHARGOR]

PART 2

ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT

To MOUNT STREET LOAN SOLUTIONS LLP

Attention Steve Northage / Mark Burt

[Date]

Dear Sirs,

Re [Name of property]

**Security Agreement dated [] 2014 between [Chargor]
and Mount Street Loan Solutions LLP (the Security Agreement)**

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [] 2014 (the **Notice**) in relation to the Lease (as defined in the Notice)

We accept the instructions contained in the Notice

We confirm that we

- (a) have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease (as defined in the Notice),
- (b) must pay all rent and all other monies payable by us under the Lease into the Operating Account (as defined in the Notice), and
- (c) must continue to pay those moneys into the Operating Account (as defined in the Notice) until we receive your written instructions to the contrary

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully,

For
[]

SCHEDULE 5

FORMS OF LETTER FOR ACCOUNT BANK

PART 1

NOTICE TO ACCOUNT BANK

[On the letterhead of the Chargor]

To [Account Bank]

[Date]

Dear Sirs,

**Security Agreement dated [] 2014 between [Chargor]
and Mount Street Loan Solutions LLP (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of Mount Street Loan Solutions LLP (as security trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of any amount standing to the credit of any account maintained by us with you (the **Accounts**)

We irrevocably instruct and authorise you to

- (a) disclose to the Security Agent any information relating to any Account requested from you by the Security Agent,
- (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Security Agent, and
- (c) pay or release any sum standing to the credit of any Account in accordance with the written instructions of the Security Agent

We acknowledge that you may comply with the instructions in this letter without any further permission from us

[Without prejudice to the foregoing, we may operate the Account at any time until such time as the Security Agent has informed you that the security created by the Security Agreement has become enforceable]¹

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent marked for the attention of Steve Northage / Mark Burt at Mount Street Loan Solutions LLP, First Floor, Connaught House, 1 – 3 Mount Street, London W1K 3NB with a copy to ourselves

¹ Only to be included in the notice in respect of the FF&E and Capex Account the General Account, the Group Collection Account and each Operating Account

PART 2

ACKNOWLEDGEMENT OF ACCOUNT BANK

[On the letterhead of the Account Bank]

To MOUNT STREET LOAN SOLUTIONS LLP

Copy. DEVONSHIRE POINT LIMITED

[Date]

Dear Sirs,

**Security Agreement dated [] 2014 between [Chargor]
and Mount Street Loan Solutions LLP (the Security Agreement)**

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [] 2014 (the **Notice**) of a charge upon the terms of the Security Agreement over all the rights of the Chargor to any amount standing to the credit of any of the Chargor's accounts with us (the **Accounts**)

We confirm that we

- (a) accept the instructions contained in the Notice and agree to comply with the notice,
- (b) have not received notice of the interest of any third party in any Account, and
- (c) [will not permit any amount to be withdrawn from any Account without your prior written consent]² / [will not after we have received notice from you notifying us that the security created by the Security Agreement has become enforceable, permit any amount to be withdrawn from any Account without your prior written consent]³

The Accounts maintained with us are

[Specify accounts and account numbers]

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully,

(Authorised signatory)
[Account Bank]

² Only to be included in the notice in respect of the Debt Service Account and the Proceeds Account

³ Only to be included in the notice in respect of the FF&E and Capex Account, the General Account, the Group Collection Account and each Operating Account

SCHEDULE 6

FORMS OF LETTER FOR RELEVANT CONTRACTS

PART 1

NOTICE TO COUNTERPARTY

[On the letterhead of the Chargor]

To [Contract party]

[Date]

Dear Sirs,

**Security Agreement dated [] 2014 between [Chargor]
and Mount Street Loan Solutions LLP (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security to Mount Street Loan Solutions LLP (as security trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of [insert details of Contract] (the **Contract**)

We confirm that

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract, and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract
- (c) [pay any sum payable by you under the Contract to our account at Barclays Bank plc at [], Sort Code [], Account No []]⁴

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Security Agent or as it directs

Please note that we have agreed that we will not amend or waive any provision of or terminate the Contract without the prior consent of the Security Agent

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent marked for the attention of Steve Northage / Mark Burt at Mount Street Loan Solutions LLP, First Floor, Connaught House, 1 – 3 Mount Street, London W1K 3NB with a copy to ourselves

⁴ Only to be included in the notice in respect of a Hedging Agreement

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To [AGENT]

Copy [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] 2014 between [Chargor]
and Mount Street Loan Solutions LLP (the Security Agreement)**

We confirm receipt from [the Chargor] (the **Chargor**) of a notice dated [] 2014 (the **Notice**) of an assignment on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the Contract] (the **Contract**)

We confirm that we will pay all sums due, and give notices, under the Contract as directed in the Notice

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully,

(Authorised signatory)
[Counterparty]

SIGNATORIES

Chargor

EXECUTED AS A DEED by
DEVONSHIRE POINT LIMITED
acting by

)
)
)

[Redacted Signature]

Director

In the presence of

Name of witness

Signature of witness

Address of witness

Polly Cullimore

[Redacted Signature]

Occupation of witness.

JONES DAY
21 TUDOR ST
LONDON EC4Y 0DJ

EXECUTED AS A DEED by
ASHFORD INTERNATIONAL HOTEL
LIMITED
acting by

)
)
)
)

[Redacted Signature]

Director

In the presence of

Name of witness

Signature of witness

Address of witness.

CAROL ANN MILES

[Redacted Signature]

James Exchange

Leeds LS1 4RY

Occupation of witness

solicitor

EXECUTED AS A DEED by
BRIGGATE LODGE LIMITED
acting by

)
)
)
Director

In the presence of

Name of witness

Signature of witness

Address of witness

Occupation of witness

Gregory. MURPHY

Prince Exchange
Leeds, LS1 4BY

Director

EXECUTED AS A DEED by
CHASE HOTEL (CHELTENHAM)
LIMITED
acting by

)
)
)
Director

In the presence of

Name of witness

Signature of witness

Address of witness

Occupation of witness

Gregory. MURPHY

Prince Exchange, Leeds.
LS1 4BY

Director

EXECUTED AS A DEED by
FOREST PINES (LINCOLNSHIRE)
LIMITED
acting by

)
)
)
)

Director



In the presence of:

Name of witness:

Signature of witness

Address of witness:

Occupation of witness:

.....
GARY ANNE
.....
Princes Exchange,
Leeds, LS1 4RY
.....
Director

EXECUTED AS A DEED by
LEEDS HOTEL LIMITED
acting by

)
)
)
)

Director



In the presence of:

Name of witness.

Signature of witness

Address of witness:

Occupation of witness.

.....
GARY ANNE
.....
Princes Exchange,
Leeds, LS1 4RY
.....
Director

EXECUTED AS A DEED by
MARSTON ALDWARK MANOR LIMITED
acting by

Director

In the presence of

Name of witness.

Signature of witness.

Address of witness

Occupation of witness:

Gregory Munn

Pinion Exchange,

Leeds, LS14BY

Director

EXECUTED AS A DEED by
MARSTON BRIDGEWOOD MANOR
LIMITED
acting by

Director

In the presence of

Name of witness:

Signature of witness

Address of witness:

Occupation of witness

Gregory Munn

Pinion Exchange,

Leeds, LS14BY

Director

EXECUTED AS A DEED by
MARSTON HELLIDON LAKES LIMITED
acting by

Director

In the presence of.

Name of witness

Signature of witness:

Address of witness.

Occupation of witness.

Geoffrey M. Hill

Principal Exchange,
Leeds LS1 4BY

Director

EXECUTED AS A DEED by
MARSTON HOTELS LIMITED
acting by

Director

In the presence of

Name of witness.

Signature of witness:

Address of witness.

Occupation of witness.

Geoffrey M. Hill

Principal Exchange,
Leeds LS1 4BY

Director

EXECUTED AS A DEED by
MARSTON OXFORD BELFRY LIMITED
acting by

Director

In the presence of.

Name of witness

Signature of witness.

Address of witness

Occupation of witness

Marston Oxford Belfry

Marston Exchange

Leeds, LS1 4BQ

Solicitor

EXECUTED AS A DEED by
MARSTON STRATFORD MANOR
LIMITED
acting by

Director

In the presence of

Name of witness

Signature of witness

Address of witness

Occupation of witness

Marston Oxford Belfry

Marston Exchange

Leeds, LS1 4BQ

Solicitor

EXECUTED AS A DEED by
MARSTON TANKERSLEY MANOR
LIMITED
acting by

)
)
)
)

Director

In the presence of

Name of witness

Signature of witness.

Address of witness:

Occupation of witness:

.....
Graham Ansell
.....
Prison Exchange
Leeds LS1 4BY
.....
Solicitor

EXECUTED AS A DEED by
MARSTON HOTELS HOLDINGS LIMITED
acting by

)
)
)

Director

In the presence of

Name of witness

Signature of witness

Address of witness:

Occupation of witness

.....
Graham Ansell
.....
Prison Exchange
Leeds LS1 4BY
.....
Solicitor

EXECUTED AS A DEED by
M H FREEHOLDS LIMITED
acting by

Director

In the presence of.

Name of witness

Signature of witness

Address of witness

Occupation of witness

Gregory Mison

Princes Exchange
Leeds, LS1 4BY

Director

EXECUTED AS A DEED by
MIDLAND HOTEL AND CONFERENCE
CENTRE LIMITED
acting by

Director

In the presence of

Name of witness

Signature of witness.

Address of witness

Occupation of witness

Gregory Mison

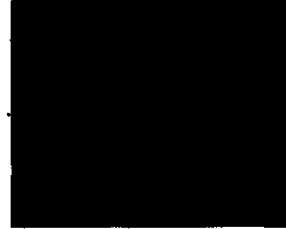
Princes Exchange
Leeds, LS1 4BY

Director

EXECUTED AS A DEED by
MIDLAND HOTEL (MANCHESTER)
LIMITED
acting by

)
)
)
)

.....
Director



In the presence of

Name of witness:

Signature of witness:

Address of witness.

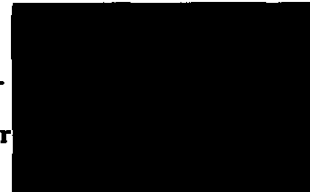
Occupation of witness

.....
GREGORY MINTOP
.....
Pinnis Exchange,
Leeds, LS1 4BY
.....
Solicitor

EXECUTED AS A DEED by
MIDMINT LIMITED
acting by

)
)
)

.....
Director



In the presence of

Name of witness:

Signature of witness:

Address of witness:

Occupation of witness

.....
GREGORY MINTOP
.....
Pinnis Exchange
Leeds, LS1 4BY
.....
Solicitor

EXECUTED AS A DEED by
NOTTINGHAM BELFRY LIMITED
acting by

)
)
)
Director

In the presence of

Name of witness:

Signature of witness.

Address of witness

Occupation of witness:

.....
Graham Miskell
.....
Princes Exchange,
Leeds, LS1 4BY
.....
Solicitor

EXECUTED AS A DEED by
NORTON PARK HOTEL LIMITED
acting by

)
)
)
Director

In the presence of.

Name of witness

Signature of witness

Address of witness.

Occupation of witness

.....
Graham Miskell
.....
Princes Exchange,
Leeds, LS1 4BY
.....
Solicitor

www

[illegible]

GARRY ALSON

b6
b7C

[REDACTED]

.....
, 15/03/2017

100-443887-100

1. *Journal of the American Medical Association*, 1997; 277: 103-107.

Greasy Mischel.....

[illegible]

Income Exchange
Leeds 151 404

schüler

EXECUTED AS A DEED by
QHOTELS HOLDINGS LIMITED
acting by

)
)
)
Director

In the presence of:

Name of witness:

Signature of witness

Address of witness.

Occupation of witness:

.....
GREGORY A. KAP
.....
Princes Exchange
Leeds, LS1 4BY
.....
.....
Solicitor

EXECUTED AS A DEED by
QHOTELS INVESTMENTS LIMITED
acting by

)
)
)
Director

In the presence of:

Name of witness:

Signature of witness:

Address of witness.

Occupation of witness

.....
GREGORY A. KAP
.....
Princes Exchange
Leeds, LS1 4BY
.....
.....
Solicitor

EXECUTED AS A DEED by
QHOTELS SERVICES LIMITED
acting by

)
)
)

Director

In the presence of

Name of witness:

Signature of witness:

Address of witness.

Occupation of witness

.....
..... *Gregory Miskell*
.....
..... *Finance Exchange Leeds*
..... *LS1 4DY*
.....
..... *Solicitor*

EXECUTED AS A DEED by
TELFORD GOLF AND COUNTRY CLUB
HOTEL LIMITED
acting by

)
)
)
)

Director

In the presence of:

Name of witness.

Signature of witness.

Address of witness:

Occupation of witness

.....
..... *Gregory Miskell*
.....
..... *Finance Exchange*
..... *Leeds, LS1 4DY*
.....
..... *Solicitor*

EXECUTED AS A DEED by
WARWICK HOTEL LIMITED
acting by

)
)
)

Director



In the presence of.

Name of witness.

Signature of witness:

Address of witness:

.....

Gregory Mison

.....

Princes Exchange

Leeds, LS1 4RY

.....

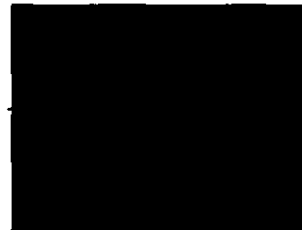
Occupation of witness

..... solicitor

EXECUTED AS A DEED by
WESTERWOOD HOTEL LIMITED
acting by

)
)
)

Director



In the presence of

Name of witness

Signature of witness

Address of witness:

.....

Gregory Mison

.....

Princes Exchange

Leeds, LS1 4RY

.....

Occupation of witness

..... solicitor

EXECUTED AS A DEED by
WESTERWOOD HOTELS (HOLDINGS)
LIMITED
acting by

)
)
)
)

Director



In the presence of

Name of witness:

Gregory Arnold

Signature of witness



Address of witness:

Princes Exchange,
Leeds, LS14 9J

Occupation of witness

Director

Security Agent

MOUNT STREET LOAN SOLUTIONS LLP

By.

EXECUTED AS A DEED by
WESTERWOOD HOTELS (HOLDINGS)
LIMITED
acting by

)
)
)
)

.

Director

In the presence of

.. . . .

Name of witness

.. . . .

Signature of witness

.. . . .

Address of witness

.. . . .

.

.. . . .

Occupation of witness

.

Security Agent

MOUNT STREET LOAN SOLUTIONS LLP

By



STEPHEN NORTHAGE

Land Registry Illustrative plan

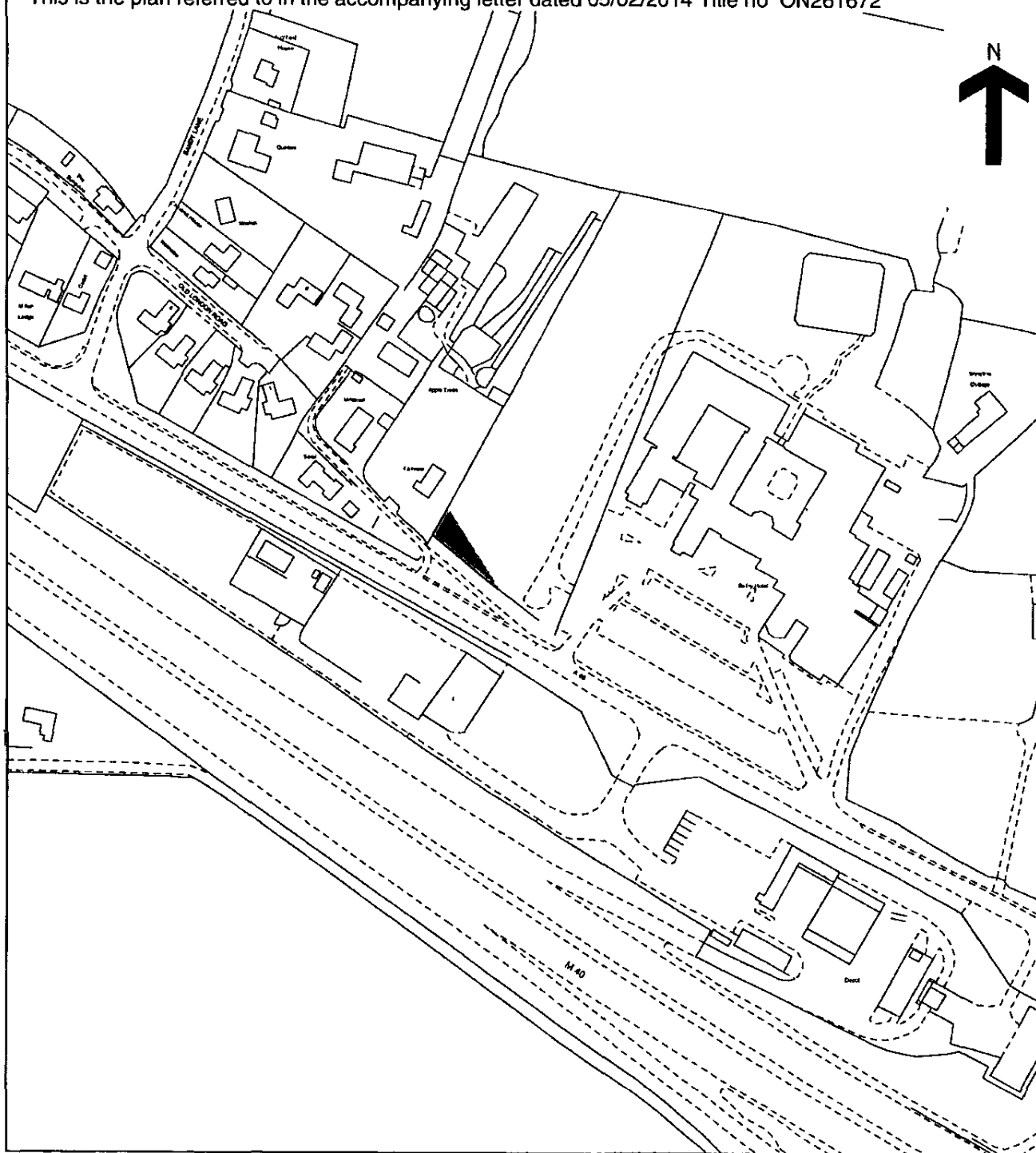
Title number **ON261672**
Ordnance Survey map reference **SP6403NE**
Scale **1:2500**
Administrative area **Oxfordshire: South Oxfordshire**



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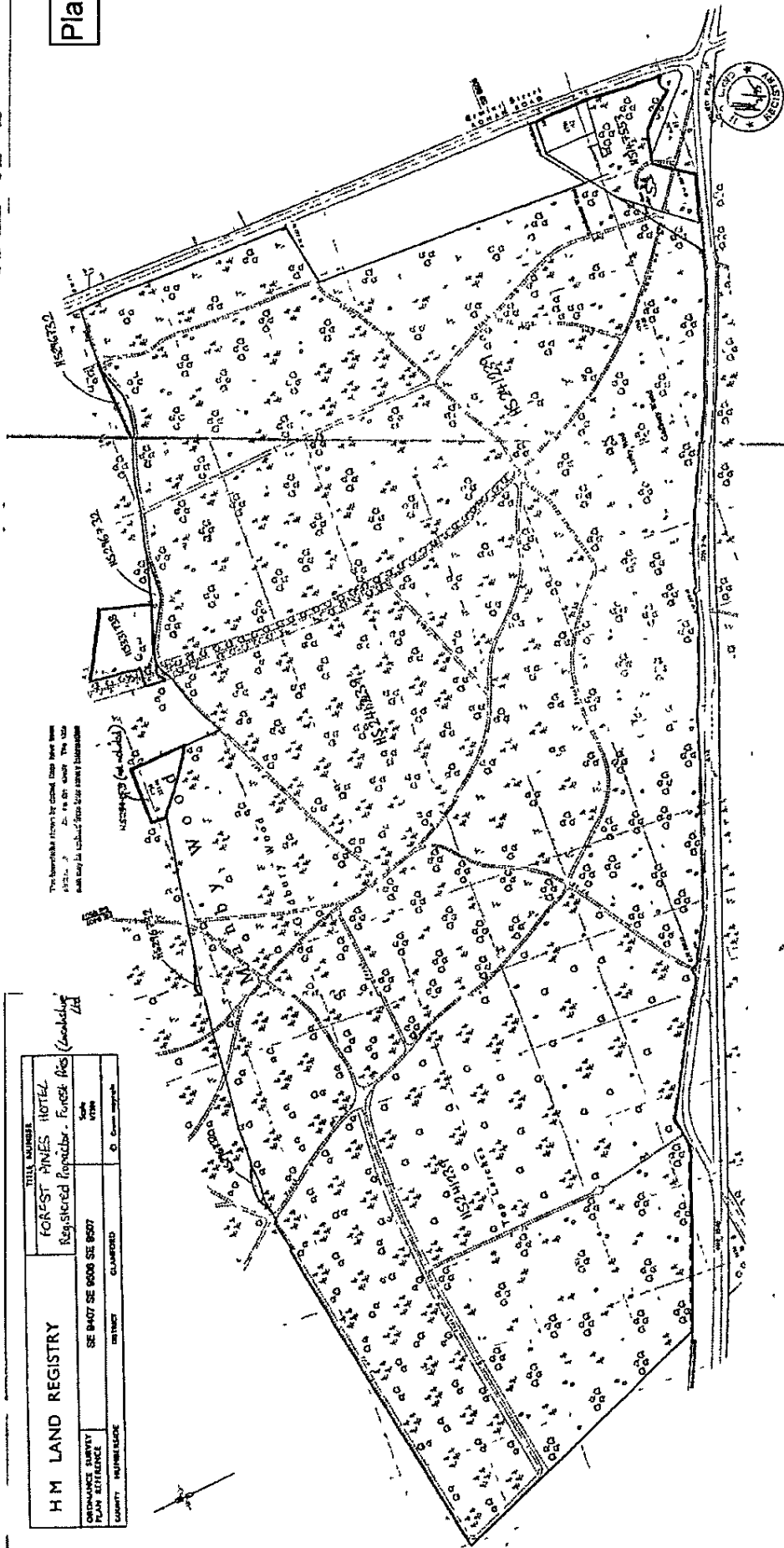
This is the plan referred to in the accompanying letter dated 05/02/2014 Title no ON261672



This plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.

[Plan 2]

Plan 1



H M LAND REGISTRY		TILL SURVEY	
FOREST PINES HOTEL		Registered Proprietor: Forest Pines Hotel	
ORDINANCE SURVEY		Scale	
PLAN REFERENCE		4000	
COUNTY: HUMBOLDT		CLAMATED	
SE 1/4		SW 1/4	
NE 1/4		NW 1/4	

The boundaries shown by solid lines have been
verified by the surveyor. The land
has been surveyed from the survey information.

This official map is a reproduction of the original map. No other copy is to be made without the permission of the original map.

H.M. LAND REGISTRY		TITLE NUMBER
		HS 147553
ORDNANCE SURVEY PLAN REFERENCE	SE 9506	Scale 1/2500
COUNTY	HUMBERSIDE	DISTRICT GLANFORD
		© Crown Copyright 19

The boundaries shown by dotted lines have been plotted from the plans on the deeds. The title plan may be updated from later survey information.

