

# MG01

## Particulars of a mortgage or charge

108042/13



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

WEDNESDAY



A34

\*A119Z0GR\*

26/09/2012

COMPANIES HOUSE

#52

1

### Company details

Company number

0 3 8 8 7 1 1 5

Company name in full

Fourth Hospitality Limited ("Grantor")

For official use

6

### → Filing in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

2

### Date of creation of charge

Date of creation

d1 d4 m0 m9 y2 y0 y1 y2

3

### Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Share Pledge Agreement between (1) the Grantor and (2) the Secured Party (as defined below) dated 14 September 2012 ("Share Pledge Agreement").

4

### Amount secured

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

Amount secured

Any and all existing and future obligations, indebtedness and liabilities of every kind, nature and character, direct or indirect, absolute or contingent, liquidated or unliquidated, voluntary or involuntary and whether for principal, interest, premiums, fees indemnities, damages, costs, expenses or otherwise, of Grantor to the Secured Party, whether associated with any credit or other financial accommodation made to or for the benefit of Grantor by Secured Party or otherwise and whenever created, arising, evidenced or acquired, including, without limitation, those arising under the UK Term and Revolving Facilities Agreement, and the other Finance Documents,

Please see continuation sheet

### Continuation page

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

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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 Bank Plc ("Secured Party").
Address	8 Canada Square
	London
Postcode	E 1 4 5 H Q
Name	
Address	
Postcode	

6

**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

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

Short particulars

**Section 2 GRANT OF SECURITY.**

The Grantor granted to the Secured Party, a security interest and continuing lien on all of Grantor's right, title and interest in, to and under the Investment Related Property of Grantor in respect of any U.S. Entity (including Fourth USA Inc.), whether owned or existing at the time of the Agreement or thereafter acquired or arising and wherever located and all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing (all of which being hereinafter collectively referred to as the "Collateral").

**Section 3. SECURITY FOR OBLIGATIONS.**

(a) **Security for Obligations.** The Share Pledge Agreement secured, and the Collateral became collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

(b) **Continuing Liability under Collateral** Notwithstanding anything in the Share Pledge Agreement to the contrary, (1) Grantor shall remain liable for all obligations under the Collateral and nothing contained within the Agreement was intended or should be a delegation of duties to the Secured Party and (11) Grantor shall remain liable under each of the agreements included in the Collateral, including, without limitation, any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof and the Secured Party shall have no obligation or liability under any of such agreements by reason of or arising out of the Share Pledge Agreement

Please see continuation sheet

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### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X DLA Piper UK LLP X

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

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### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Alan Lumley

Company name DLA Piper UK LLP

Address 101 Barbirolli Square

Manchester

Post town

County/Region

Postcode

M

2

3

D

L

Country

DX DX 14304 MANCHESTER

Telephone 0161 235 4531



### Certificate

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



### Checklist

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

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

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



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House'



### Where to send

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

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

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

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



### Further information

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

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

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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	<p>including in each case all renewals, extensions, amendments, refinancings and other modifications thereof and all costs, attorneys' fees and expenses incurred by Secured Party in connection with the collection or enforcement thereof, and whether recovery thereon may be or hereafter become unenforceable or shall be an allowed or disallowed claim under any proceeding or case commenced by or against Grantor under any liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of any applicable jurisdictions from time to time in effect and affecting the rights of creditors generally ("<b>Secured Obligations</b>")</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

or any other document related thereto nor shall the Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Collateral, including, without limitation, any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, and (iii) the exercise by the Secured Party of any of its rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral.

**Section 4. REPRESENTATIONS AND WARRANTIES AND COVENANTS.**

**(a) Generally**

**(ii) Covenants and Agreements.** The Grantor covenanted and agreed that:

1 Except for the security interest created by the Share Pledge Agreement, it would not create or suffer to exist any Lien upon or with respect to any of the Collateral, except for Liens permitted pursuant to the UK Term and Revolving Facilities Agreement, and Grantor shall defend the Collateral against all persons or entities (other than the holders of such Liens) at any time claiming any interest therein.

3 Without limiting any prohibitions or restrictions on mergers in the Finance Documents, it would not change Grantor's name, identity, corporate structure (e.g. by merger, consolidation, change in organizational form or otherwise), sole place of business or chief executive office, type of organization or jurisdiction of organization unless it (a) notified the Secured Party in writing at least ten (10) days after any such change, identifying such new proposed name, identity, organizational structure, sole place of business, chief executive office or jurisdiction of organization and providing such other information in connection therewith as the Secured Party may reasonably request and (b) took all actions necessary by the terms of the Share Pledge Agreement to maintain the continuous validity, perfection and the same or better priority of the Secured Party's security interest in the Collateral granted or intended to be granted and agreed to in the Share Pledge Agreement, which in the case of any merger or other change in organizational structure shall include, without limitation, executing and delivering to the Secured Party a completed Pledge Supplement, substantially in the form of Annex A attached to the Share Pledge Agreement, within ten (10) days after completion of such merger or other change in organizational structure confirming the grant of the security

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interest in the Share Pledge Agreement.

5 Upon Grantor or any officer of Grantor obtaining knowledge thereof, it would promptly notify the Secured Party in writing of any event that may materially and adversely affect the value of the Collateral or any material portion thereof, the ability of Grantor or the Secured Party to dispose of the Collateral or any material portion thereof, or the rights and remedies of the Secured Party in relation thereto, including, without limitation, the levy of any legal process against the Collateral or any material portion thereof, in each case above to the extent it would result in a Material Adverse Effect

6 Except for actions not prohibited by the UK Term and Revolving Facilities Agreement and as otherwise contemplated by the Agreement, it would not take or permit any action which could reasonably be expected to impair the Secured Party's rights in the Collateral.

7 It would not sell, transfer or assign (by operation of law or otherwise) any Collateral except for Permitted Sales.

**(d) Pledged Equity Interests and Pledged Debt**

**(11) Covenants and Agreements.** The Grantor covenanted and agreed that

1 Without the prior written consent of the Secured Party, it would not vote to enable or take any other action to (a) amend or terminate any partnership agreement, limited liability company agreement, certificate of incorporation, by-laws or other organizational documents in any way that materially and adversely changes the rights of Grantor with respect to any Pledged Equity Interests or adversely affects the validity, perfection or priority of the Secured Party's security interest therein, (b) except as not prohibited by the UK Term and Revolving Facilities Agreement, permit any issuer of any Pledged Equity Interest to issue any additional stock, partnership interests, limited liability company interests or other equity interests of any nature or to issue securities convertible into or granting the right of purchase or exchange for any stock or other equity interest of any nature of such issuer, (c) other than as not prohibited under the UK Term and Revolving Facilities Agreement, permit any issuer of any Pledged Equity Interest to dispose of all or a material portion of its assets, (d) waive any default under or breach of any terms of organizational document relating to the issuer of any Pledged Equity Interest, or (e) permit any issuer of any Pledged Partnership Interests or Pledged LLC

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Interests which are not securities (for purposes of the UCC) on the date hereof to elect or otherwise take any action to cause such Pledged Partnership Interests or Pledged LLC Interests to be treated as securities for purposes of the UCC unless Grantor promptly notifies the Secured Party in writing of any such election or action and take all such steps necessary or advisable to establish the Secured Party's "control" thereof

2 Except as would not reasonably be expected to have a Material Adverse Effect, it would comply in all material respects with all of its obligations under any partnership agreement or limited liability company agreement relating to Pledged Partnership Interests or Pledged LLC Interests and would enforce all of its material rights with respect to any Pledged Equity Interests (except, as long as no Event of Default shall have occurred and be continuing, as Grantor otherwise deems prudent in its good faith business judgment).

3 Without the prior written consent of the Secured Party or other than as not prohibited under the UK Term and Revolving Facilities Agreement, it would not permit any issuer (over which it has control through ownership, voting interests or otherwise) of any Pledged Equity Interest to merge or consolidate unless all the outstanding capital stock or other equity interests of the surviving or resulting corporation, limited liability company, partnership or other entity owned by Grantor is, upon such merger or consolidation, pledged in the Share Pledge Agreement

4 It consented to the grant by each other Guarantor of a security interest in all Investment Related Property to the Secured Party and, without limiting the foregoing, consented to the transfer of any Pledged Partnership Interest and any Pledged LLC Interest to the Secured Party or its designee following the occurrence and during the continuation of an Event of Default and to the substitution of the Secured Party or its designee as a partner in any partnership or as a member in any limited liability company with all the rights and powers related thereto.

5 It would notify the Secured Party of any default under any Pledged Debt that has caused, either in any case or in the aggregate, a Material Adverse Effect.

6 In the event it acquires rights in any Pledged Equity Interest or Pledged Debt (other than credited to a Securities Account) after the date of the Agreement, it shall deliver to the Secured Party a completed Pledge Supplement, substantially in the form of Annex A attached to



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Short particulars	<p>the Share Pledge Agreement, together with all Supplements to Schedules thereto, reflecting such new Pledged Equity Interest or Pledged Debt and all other Pledged Equity Interest or Pledged Debt (other than credited to a Securities Account) owned by Grantor. Notwithstanding the foregoing, it was understood and agreed that the security interest of the Secured Party would attach to all such Pledged Equity Interest or Pledged Debt immediately upon Grantor's acquisition of rights therein and would not be affected by the failure of Grantor to deliver a supplement to Schedule II as required by the Share Pledge Agreement.</p> <p style="text-align: center;"><b>Section 5 DIVIDENDS, DISTRIBUTIONS AND VOTING</b></p> <p>(a) <b>Dividends and Distributions.</b> Except as provided in the next sentence, in the event Grantor receives (x) any dividends, interest or distributions on any Investment Related Property, or (y) any securities or other property upon the merger, consolidation, liquidation or dissolution of any issuer of any Investment Related Property, then (1) such dividends, interest or distributions and securities or other property shall be included in the definition of Collateral without further action and (2) to the extent so included, Grantor shall immediately take all steps, if any, necessary hereunder to ensure the validity, perfection, priority and, if applicable, control of the Secured Party over such dividends, distributions, interest, securities or other property (including, without limitation, unless otherwise required herein, at any time an Event of Default is continuing, delivery thereof to the Secured Party) and pending any such action Grantor shall be deemed to hold such dividends, distributions, interest, securities or other property in trust for the benefit of the Secured Party and shall be segregated from all other property of Grantor. Notwithstanding the foregoing, unless an Event of Default shall have occurred and be continuing (and subject to any restrictions contained in the Finance Documents), and the Secured Party shall have given notice to Grantor of the Secured Party's intent to exercise its corresponding rights, the Secured Party authorizes Grantor to retain all cash dividends and distributions and all payments of interest</p> <p style="text-align: center;"><b>Section 7 SECURED PARTY APPOINTED ATTORNEY-IN-FACT, IRREVOCABLE POWER OF ATTORNEY</b></p> <p>Grantor irrevocably appointed the Secured Party (such appointment being coupled with an interest) as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, the Secured Party or otherwise, from time to time in the Secured Party's discretion to take any action and to execute any instrument that the Secured Party may deem reasonably necessary or advisable to accomplish the purposes of the Sheare Pledge Agreement, including, without limitation, the following</p> <p>(a) Upon the occurrence and during the continuance of any Event of Default, to obtain and adjust insurance required to be maintained by Grantor or paid to the Secured Party pursuant to the Share Pledge</p>	

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### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Agreement or any other Finance Documents.

(b) Upon the occurrence and during the continuance of any Event of Default, to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral.

(c) Upon the occurrence and during the continuance of any Event of Default, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above.

(d) Upon the occurrence and during the continuance of any Event of Default, to file any claims or take any action or institute any proceedings that the Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Secured Party with respect to any of the Collateral.

(e) To take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Agreement, including, without limitation, actions to pay or discharge taxes or Liens levied or placed upon or threatened against the Collateral (other than any such taxes being contested in accordance with the Finance Documents and any such Liens permitted pursuant to the UK Term and Revolving Facilities Agreement), the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Secured Party in its reasonable discretion, any such payments made by the Secured Party to become obligations of Grantor to the Secured Party, due and payable immediately without demand

(f) Upon the occurrence and during the continuance of any Event of Default, generally to sell, transfer, lease, license, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do, at the Secured Party's option and Grantor's expense, at any time or from time to time upon the occurrence and during the continuance of any Event of Default, all acts and things that the Secured Party deems reasonably necessary to protect, preserve or realize upon the Collateral and the Secured Party's security interest therein in order to effect the intent of the Share Pledge Agreement, all as fully and effectively as Grantor might do.

#### Section 10. CONTINUING SECURITY INTEREST; TRANSFER OF SECURED OBLIGATIONS.

The Share Pledge Agreement created a continuing security interest in the Collateral and (i) remains in full force and effect until the payment in full of all Secured Obligations (other than contingent indemnification obligations not yet due and payable) and the cancellation or termination of the loan commitments of the Secured Party, (ii) is binding upon and inure to the benefit of Grantor, its successors and assigns, and (iii) is

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Please give the short particulars of the property mortgaged or charged

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binding upon and inure, together with the rights and remedies of the Secured Party under the terms of the Agreement, to the benefit of the Secured Party and its successors, transferees and assigns. Without limiting the generality of the foregoing, but subject to the terms of the Finance Documents, the Secured Party may assign or otherwise transfer any Secured Obligations held by it to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to the Secured Party herein or otherwise. Upon irrevocable payment in full in immediately available funds of all Secured Obligations (other than contingent indemnification obligations not yet due and payable) and the cancellation or termination of the loan commitments of the Secured Party, the security interest granted hereby shall terminate hereunder and of record and all rights to the Collateral shall revert to Grantor, as applicable. Upon any such termination the Secured Party shall, at Grantor's expense, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

#### SCHEDULE II. INVESTMENT RELATED PROPERTY

Pledged Stock.

Grantor	Stock Issuer	Class of Stock	Certified (Y/N)	Stock Certificate No.	Par Value	No of Pledged Stock	% of Outstanding Stock of the Stock Issuer
Fourth Hospitality Limited	Fourth USA Inc.	Common	Y	1	\$0.01	100	99%
Fourth Hospitality Limited	Fourth USA Inc.	Common	Y	2	\$0.01	1	1%

#### DEFINITIONS.

In the Share Pledge Agreement, the following terms have the following meanings:

"Affiliate" means with respect to an entity, any other entity controlling, controlled by or under common control with such entity. As used in this definition, the term "control," including the correlative terms "controlling," "controlled by," and "under control with," shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity whether through ownership of voting securities, by contract or otherwise.

"Collateral" has the meaning set forth in Section 1 of the Share Pledge Agreement

"Documents" means all "documents" as defined in Article 9 of the UCC

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"Event of Default" means any of the following.

- (1) the occurrence of any "event of default" (or any similar term) under the UK Term and Revolving Facilities Agreement;
- (11) the occurrence of a default in the performance, or breach, of any covenant or other agreement of Grantor under this Agreement or any representation or warranty of Grantor made in this Agreement or any certificate or other writing delivered pursuant hereto or thereto or in connection therewith proves to be incorrect in any material respect when made, and such default, breach or failure has an adverse effect on the validity, perfection or priority of the security interest granted hereunder, upon the occurrence of such default, breach or failure;

"Finance Documents" means the "Finance Documents" (as defined in the UK Term and Revolving Facilities Agreement), including this Agreement (together with the documents, instruments and agreements to be executed and delivered in connection herewith or therewith, as each of the foregoing is amended, restated, supplemented or otherwise modified from time to time)

"Investment Related Property" means: (1) all "investment property" (as such term is defined in Article 9 of the UCC), and (11) all of the following (regardless of whether classified as investment property under the UCC) all (1) Pledged Equity Interests and (2) Pledged Debt.

"Lien" means (1) any lien, mortgage, pledge, assignment, security interest, charge or encumbrance of any kind (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, and any lease in the nature thereof) and any option, trust or other preferential arrangement having the practical effect of any of the foregoing and (11) in the case of Pledged Equity Interests, any purchase option, call or similar right of a third party with respect to such Pledged Equity Interests

"Money" means "money" as defined in the UCC.

"Permitted Sale" means those sales, leases, licenses, exchanges, transfers, assignments or other disposals (by operation of law or otherwise) not prohibited by the UK Term and Revolving Facilities Agreement

"Pledge Supplement" means an agreement in substantially the form of Annex A hereto.

"Pledged Debt" means all indebtedness for borrowed money owed to Grantor, whether or not evidenced by any instrument or promissory note,

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including, without limitation, all indebtedness described on Schedule II hereto under the heading "Pledged Debt" (as such Schedule may be amended or supplemented from time to time), all monetary obligations owing to Grantor from any Affiliate of Grantor that is a party to any Finance Document, the instruments evidencing any of the foregoing, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing.

"Pledged Equity Interests" means all Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests, Pledged Trust Interests and any other participation or other interests in any equity or profits of any business entity.

"Pledged LLC Interests" means all interests owned by Grantor in any Subsidiary in the United States that is a limited liability company, including, without limitation, all limited liability company interests listed on Schedule II hereto under the heading "Pledged LLC Interests" (as such Schedule may be amended or supplemented from time to time) and the certificates, if any, representing such limited liability company interests and any interest of Grantor on the books and records of such limited liability company or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests and any other warrant, right or option to acquire any of the foregoing.

"Pledged Partnership Interests" means all interests owned by Grantor in any Subsidiary in the United States that is a general partnership, limited partnership, limited liability partnership or other partnership, including, without limitation, all partnership interests listed on Schedule II hereto under the heading "Pledged Partnership Interests" (as such Schedule may be amended or supplemented from time to time) and the certificates, if any, representing such partnership interests and any interest of Grantor on the books and records of such partnership or on the books and records of any securities intermediary pertaining to such interest, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests and any other warrant, right or option to acquire any of the foregoing.

"Pledged Stock" means all shares of capital stock owned by Grantor in any Subsidiary in the United States that is a corporation, including, without limitation, all shares of capital stock described on Schedule II hereto under the heading "Pledged Stock" (as such Schedule may be amended or supplemented from time to time), and the certificates, if any, representing such shares and any interest of Grantor in the entries on the books of the issuer of such shares or on the books of any

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Short particulars

securities intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares and any other warrant, right or option to acquire any of the foregoing.

"Pledged Trust Interests" means all interests owned by Grantor in any Subsidiary that is a Delaware business trust or other trust, including, without limitation, all trust interests listed on Schedule II hereto under the heading "Pledged Trust Interests" (as such Schedule may be amended or supplemented from time to time) and the certificates, if any, representing such trust interests and any interest of Grantor on the books and records of such trust or on the books and records of any securities intermediary pertaining to such interest, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such trust interests and any other warrant, right or option to acquire any of the foregoing.

"Proceeds" means all "proceeds" as defined in the UCC and, in any event, shall also include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Secured Party or Grantor from time to time with respect to any of the Collateral, (ii) any and all payment (in any form whatsoever) made or due and payable to Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any person acting under color of governmental authority), (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral and (iv) all payments or distributions made with respect to any Investment Related Property.

"Securities" means any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that, in the event that, by reason of mandatory provisions of law, any of the attachment, perfection or priority of Secured Party's security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction in the United States other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect in such

**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

other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions

"U.S Entity" means any partnership, joint venture, trust, association, corporation, limited liability company or other entity organized under the laws of the United States of America or any state.

"UK Term and Revolving Facilities Agreement" means a senior sterling term and revolving facilities agreement originally dated March 18, 2011 and as amended and restated on or around the date of the Share Pledge Agreement among Grantor, Quattro Topco Limited, the other companies named therein as "Original Borrowers" and the Secured Party relating to certain term and revolving facilities (as further amended, restated, supplemented or otherwise modified from time to time).



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

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

**COMPANY NO. 3887115  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE PLEDGE AGREEMENT  
DATED 14 SEPTEMBER 2012 AND CREATED BY FOURTH  
HOSPITALITY LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY TO THE SECURED  
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 26  
SEPTEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 SEPTEMBER  
2012

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES