

MR01

Particulars of a charge

136786/13



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

COMPANIES HOUSE

☒ **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 is no
instrument. Use form MR08.

SATURDAY



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A20

04/01/2014

#118

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. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record.

1 Company details

Company number

S	C	2	6	8	0	7	2
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Company name in full MREF SHEFFIELD LIMITED

			6
--	--	--	---

 For official use

→ **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

d	3	d	1	m	1	m	2	y	2	y	0	y	1	y	3
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

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 ACCOR UK BUSINESS & LEISURE HOTELS LIMITED
(AS CHARGEE)

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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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page

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

Description

FOR DETAILS PLEASE REFER TO THE INSTRUMENT

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

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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 *Pinsert Mason Ltd* X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Simon Gibbs

Company name Pinsent Masons LLP

Address 30 Crown Place

Post town London

County/Region

Postcode E C 2 A 4 E S

Country

DX 157620 Broadgate 3

Telephone 020 7418 8296



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 a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ 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: 268072

Charge code: SC26 8072 0006

The Registrar of Companies for Scotland hereby certifies that a charge dated 31st December 2013 and created by MREF SHEFFIELD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2014.

Given at Companies House, Edinburgh on 10th January 2014



Companies House



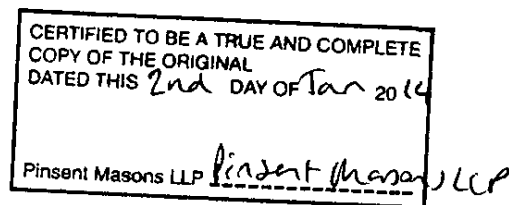
**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED 31 December 2013

(1) MREF SHEFFIELD LIMITED
(AS CHARGOR)

(2) ACCOR UK BUSINESS & LEISURE HOTELS LIMITED
(AS CHARGEES)

DEBENTURE



THIS DEBENTURE IS SUBJECT TO THE TERMS OF A SUBORDINATION DEED DATED ON OR ABOUT THE DATE
OF THIS DEBENTURE BETWEEN AMONG OTHERS THE CHARGOR, THE CHARGEES AND BANK OF SCOTLAND
PLC



Pinsent Masons

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THIS DEBENTURE is made on 31 December 2013

BETWEEN:-

- (1) **MREF SHEFFIELD LIMITED (Company number SC268072)** whose registered office is at 15 Atholl Crescent, Edinburgh EH3 8HA (the "**Chargor**") and
- (2) **ACCOR UK BUSINESS & LEISURE HOTELS LIMITED** whose registered office is at 1 Shortlands, Hammersmith, London W6 8DR (the "**Chargee**").

THIS DEED WITNESSES as follows:-

1. INTERPRETATION

1.1 Definitions

In this Debenture:-

- | | |
|---------------------------------|---|
| "Account" | means any account opened or maintained by the Chargor at any bank or financial institution |
| "Charged Property" | means all the assets and undertaking of the Chargor which from time to time are, or purport to be, the subject of the security created in favour of the Chargee by or pursuant to this Debenture |
| "Corresponding Borrower" | means the Owner (as defined in the Loan Agreement) or the Landlord (as defined in the Loan Agreement), as applicable, set out next to the name of the Chargor in Schedule 1 of the Loan Agreement in respect of the Hotel (as defined in the Loan Agreement) which is situated on the Land |
| "Deed of Variation" | means the deed of variation dated on or about the date of this Debenture and made between the Chargee, MREF Capital Co Limited, MREF Tradeco Limited and the Owners (as defined in that document) and the Landlords (as defined in that document) |
| "Enforcement Action" | means:- <ol style="list-style-type: none">(a) the acceleration of any Secured Liabilities or any declaration that any Secured Liabilities are prematurely due and payable or payable on demand(b) the taking of any steps to enforce or require the enforcement of this Debenture (including the crystallisation of any floating charge)(c) the making of any demand against the Chargor in relation to any guarantee, indemnity or other assurance against loss in respect of any Secured Liabilities(d) the exercise of any right of set-off against the Chargor in respect of any Secured Liabilities excluding any right of set off under a netting arrangement with the Chargor's clearing bank |

(e) the suing for, commencing or joining of any legal or arbitration proceedings against the Chargor to recover any Secured Liabilities or

(f) the petitioning, applying or voting for, or the taking of any steps which may lead to any administration, winding-up, insolvency or dissolution of or in relation to the Chargor

"Enforcement Date"

means the date on which the Chargee first takes Enforcement Action

"Fixed Plant and Equipment"

means all plant, machinery or equipment of the Chargor of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building

"Fixtures"

means all things of any kind now or at any time affixed to the Land for any purpose, including, without limitation, trade and tenants fixtures

"Group"

means the Chargor and each of its subsidiaries

"Insurances"

means any policy of insurance or assurance in which the Chargor has an interest and all claims and rebates of premium under any such policy

"Intellectual Property"

means any of the following in which the Chargor has an interest:-

- (a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above
- (b) any invention, copyright, design right or performance right
- (c) any trade secrets, know-how and confidential information and
- (d) the benefit of any agreement or licence for the use of any such right

"Land"

means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on the Land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated

in Scotland

"Loan Agreement"	means the £9,000,000 loan agreement dated on or about the date of this Debenture between the Chargee, MREF TradeCo Limited, the Chargor and the other companies named in Schedule 1 to that agreement
"Loose Plant and Equipment"	means, in relation to the Chargor, all plant, machinery, equipment and motor vehicles now or at any time owned by the Chargor as a capital asset which is not Fixed Plant and Equipment
"LPA"	means the Law of Property Act 1925
"Management Agreement"	<p>means the Deed of Variation and the following agreements (as each is varied by the Deed of Variation):-</p> <ul style="list-style-type: none">(a) the framework agreement dated 16 March 2007 between MREF Capital Co Limited, MREF Tradeco Limited and the Chargee; and(b) the management agreement dated 16 March 2007 between the Owner (as defined in the Management Agreement), the Landlord (as defined in the Management Agreement) and the Chargee
"Monetary Claims"	means all book and other debts and monetary claims now or in the future owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt
"Non Disturbance Agreement"	means the non-disturbance agreement dated on or about the date of this Debenture between the Chargee, the Chargor and Bank of Scotland plc
"Notice of Charge"	means a notice of charge in such form as may be specified by the Chargee
"Receiver"	means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property
"Related Rights"	<p>means in relation to any Charged Property</p> <ul style="list-style-type: none">(a) the proceeds of sale of any part of that Charged Property(b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property(c) all rights, benefits, claims, contracts,

warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property and

- (d) any moneys and proceeds paid or payable in respect of that Charged Property

"Secured Liabilities"

means all present and future liabilities and obligations:-

- (a) for any amounts owing by the Chargor and/or Corresponding Borrower to the Chargee that arise under the Loan Agreement including interest, commission, costs, charges and expenses payable by the Chargor and/or Corresponding Borrower to the Chargee pursuant to the Loan Agreement; and
- (b) for any amounts owing by the Chargor to the Chargee in respect of the Termination Fee,

whether actual or contingent and whether or not the Chargee was the original creditor in respect thereof

"Securities"

means all the right, title and interest of a Chargor, now or in the future, in any:-

- (a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person
- (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person and
- (c) units or other interests in any unit trust or collective investment scheme

"Security"

means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Senior Facilities Agreement"

means the facility agreement dated 3 August 2007 as amended and restated on 31 March 2008 and 13 July 2010 and on or about the date of this Debenture between among others (i) the Chargor; and (ii) Bank of Scotland PLC

"Senior Discharge Date"

means the end of the Subordination Period (as defined in the Subordination Deed)

"Senior Security"

means any Security created pursuant to the Transaction Security Documents, as defined in the Senior Facilities Agreement

"Subordination Deed"	means the subordination deed dated on or about the date of this Debenture between the Chargee, the Chargor and Bank of Scotland plc
"Termination Fee"	has the meaning given to that term in the Management Agreement
"Transaction Documents"	means this Debenture, the Loan Agreement, the Management Agreement, the Non Disturbance Agreement and the Subordination Deed

1.2 Incorporation of terms

Unless the context otherwise requires or unless defined in this Debenture, all words and expressions defined or whose interpretation is provided for in the Transaction Documents shall have the same meanings in this Debenture.

1.3 Interpretation

In this Debenture, unless the context otherwise requires:-

- 1.3.1 words importing the singular shall include the plural and vice versa and reference to any gender includes the other gender;
- 1.3.2 the term **"assets"** includes all property, rights and revenues whatsoever, and wheresoever, present and future;
- 1.3.3 references to a **"guarantee"** include an indemnity or any other form of surety;
- 1.3.4 a Default or an Event of Default is **"continuing"** if it has not been remedied or waived;
- 1.3.5 all references to documents include all variations and replacements of such documents and supplements to such documents;
- 1.3.6 all references to a party include references to its personal representatives, permitted assigns and transferees and its successors in title;
- 1.3.7 references to persons include bodies corporate, unincorporated associations and partnerships; and
- 1.3.8 words and phrases defined in the Companies Act 2006 have the same meanings in this Debenture but the word **"company"** includes any body corporate.

1.4 Statutes and headings

In this Debenture:-

- 1.4.1 any reference to any statute or statutory instrument includes any enactment replacing or amending it or any instrument, order or regulation made under it and also includes any past statutory provisions (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced; and
- 1.4.2 headings are for reference purposes only and shall not affect the construction of anything in this Debenture.

1.5 Clauses and Schedules

In this Debenture references to "**Clauses**" are to the clauses or sub-clauses of this Debenture and references to the "**Schedule**" are to the schedule to this Debenture. The Schedule shall be treated as an integral part of this Debenture and references to this Debenture shall include the Schedule.

1.6 Subordination Deed

Prior to the Senior Discharge Date, the terms of this Debenture shall be subject to the terms of the Subordination Deed and in the case of any inconsistency between this Debenture and the Subordination Deed, the terms of the Subordination Deed shall prevail.

2. COVENANT TO PAY

2.1 Secured Liabilities

The Chargor covenants that it will on demand of the Chargee pay and discharge any or all of the Secured Liabilities when due.

3. CHARGES

3.1 Mortgages and Fixed Charges

As a continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee charges to the Chargee all its right, title and interest from time to time in each of the following assets:-

- 3.1.1 by way of legal mortgage all Land which is described in Schedule 1 (if any) and all other Land now vested in the Chargor;
- 3.1.2 by way of fixed charge all other Land now vested in the Chargor (to the extent not effectively charged by Clause 3.1.1) and all Land acquired by the Chargor after the date of this Debenture;
- 3.1.3 by way of fixed charge:-
 - (a) the Securities;
 - (b) the Intellectual Property;
 - (c) the Monetary Claims;
 - (d) the Fixed Plant and Equipment;
 - (e) the Loose Plant and Equipment;
 - (f) the Accounts;
 - (g) the Insurances;
 - (h) the Related Rights under or in connection with the Securities, the Accounts, the Insurances, the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment; and
 - (i) its present and future goodwill and uncalled capital.

3.2 Floating Charge

As continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee charges by way of floating charge the whole of the Chargor's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged (whether in law or equity) by way of fixed security by this Debenture, including, without limitation, any heritable property of the Chargor situated in Scotland.

3.3 Trust

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Chargor shall hold it on trust for the Chargee.

3.4 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Debenture.

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation: By Notice

The Chargee may at any time by notice in writing to the Chargor convert the floating charge created by Clause 3.2 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if:-

- 4.1.1 the Enforcement Date has occurred;
- 4.1.2 the Chargee considers in good faith that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- 4.1.3 the Chargee considers in good faith that it is necessary in order to protect the priority of the Security created by or pursuant to this Debenture.

4.2 Crystallisation: Automatic

The floating charge created by Clause 3.2 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to the floating charge if:-

- 4.2.1 the Chargor creates or attempts to create any Security (other than the Senior Security and as otherwise permitted pursuant to the terms of the Transaction Documents) over any of the Charged Property; or
- 4.2.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or
- 4.2.3 any step is taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of the Chargor, over all or any part of its assets, or if such person is appointed.

4.3 Crystallisation: Moratorium where directors propose voluntary arrangement

The floating charge created by Clause 3.2 (*Floating Charge*) may not be converted into a fixed charge solely by reason of:-

- 4.3.1 the obtaining of a moratorium; or

4.3.2 anything done with a view to obtaining a moratorium,
under Schedule A1 to the Insolvency Act 1986.

5. PERFECTION OF SECURITY

5.1 Notices of Charge

The Chargor shall deliver to the Chargee (or procure delivery of) Notices of Charge duly executed by, or on behalf of, the Chargor promptly upon the request of the Chargee from time to time:-

5.1.1 in respect of the Insurances; and

5.1.2 in respect of each Account; and

5.1.3 in respect of any other asset which is the subject of a charge pursuant to Clause 3.1.3,

and in each case shall use all reasonable endeavours to procure that each notice is acknowledged by the party to whom such Notice of Charge is addressed.

5.2 Delivery of Documents of Title

The Chargor shall on the Senior Discharge Date (or, if later, upon receipt or entitlement thereof), deposit with the Chargee and the Chargee during the continuance of this security shall be entitled to hold all deeds, certificates and other documents of title relating to Land, the Securities and the Insurances. In the case of the Securities, the Chargor shall also deliver such stock transfer forms or other instruments of transfer (stamped and executed in blank by the Chargor) as the Chargee may request.

5.3 Application to the Land Registry

The Chargor and the Chargee apply to the Land Registry for the following to be entered into on the register of the title to any Land now or in the future owned by the Chargor:-

5.3.1 a restriction in the following terms:-

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of the Chargee referred to in the charges register (Form P)".

6. FURTHER ASSURANCE

6.1 General

The Chargor shall, at its own expense, at any time when required by the Chargee, execute and deliver to the Chargee:-

6.1.1 a valid legal mortgage of any Land now or in the future owned by the Chargor;

6.1.2 a fixed charge over any interest, not capable of being charged by way of legal mortgage, in any Land now or in the future belonging to the Chargor;

6.1.3 a legal assignment or other fixed Security over all or any of the Charged Property;

6.1.4 where any of its assets are situated outside England and Wales, such fixed security (or such security in that jurisdiction most closely akin to fixed security) under the law of the place where the asset is situated as the Chargee may require; and

6.1.5 a notice to any third party of any of the charges or assignments created by or pursuant to this Debenture,

in each case, in the form as the Chargee may require provided that, before the Senior Discharge Date, any new Security required pursuant to this clause must be in a form acceptable to Bank of Scotland plc (acting reasonably) and must be designated a "Subordinated Security Document" under the Subordination Deed.

6.2 Other acts

Without prejudice to Clause 6.1 (*General*), the Chargor shall, at its own expense, at any time when required by the Chargee, do and concur in all acts or things as the Chargee may deem necessary (acting reasonably) for the purpose of the creation, perfection, protection or maintenance of any of the Security intended to be created by this Debenture over all or any of the Charged Property or to facilitate the enforcement of that Security, or the exercise of any powers or discretions intended to be vested in the Chargee or any Receiver by this Debenture.

7. RESTRICTIONS ON DEALING

7.1 Negative Pledge

The Chargor undertakes that it shall not, at any time during the subsistence of this Debenture, create or permit to subsist any Security over all or any part of the Charged Property, except for the Senior Security and otherwise as expressly permitted under the terms of the Transaction Documents.

7.2 Disposals

The Chargor undertakes that it shall not (and shall not agree to) at any time during the subsistence of this Debenture, except as expressly permitted under the terms of the Transaction Documents, sell, transfer, assign, lease or hire out, factor, discount, licence, lend, part with its interest in or otherwise dispose of any of the Charged Property or permit the same to occur, or agree to do any of the foregoing, provided that, until:-

7.2.1 the floating charge created by Clause 3.2 (*Floating Charge*) is converted into a fixed charge; or

7.2.2 the occurrence of the Enforcement Date,

the Chargor may hold, enjoy and deal with, in accordance with the Transaction Documents, the Charged Property which is not at the relevant time expressed to be subject to a fixed charge or mortgage.

8. SECURITIES

8.1 Securities: Before Enforcement Date

Prior to the occurrence of the Enforcement Date, the Chargor shall exercise all rights in relation to the Securities for any purpose not inconsistent with the terms of the Transaction Documents.

8.2 Securities: After Enforcement Date

After the occurrence of the Enforcement Date, the Chargee may at its discretion (in the name of the Chargor or otherwise and without any further consent or authority from the Chargor):-

- 8.2.1 exercise (or refrain from exercising) any rights in respect of the Securities;
- 8.2.2 apply all dividends, interest and other monies arising from the Securities in accordance with Clause 16 (*Application of Moneys*);
- 8.2.3 transfer the Securities into the name of such nominee(s) of the Chargee as it shall require; and
- 8.2.4 exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Securities,

in each case, in such manner and on such terms as the Chargee may think fit and the proceeds of any such action shall form part of the Charged Property.

8.3 Securities: Payment of Calls

The Chargor shall pay when due all calls or other payments which may be or become due in respect of any of the Securities which are not fully paid (unless reasonably contested), and in any case of default by the Chargor in such payment, the Chargee may, if it thinks fit, make such payment on behalf of the Chargor in which case any sums paid by the Chargee shall be reimbursed by the Chargor to the Chargee on demand and shall carry interest from the date of payment by the Chargee until reimbursed at the rate notified to the Chargor by the Chargee.

8.4 Securities: Exercise of Rights

The Chargor shall not exercise any of its respective rights and powers in relation to any of the Securities in any manner which, in the opinion of the Chargee, would prejudice the effectiveness of, or the ability of the Chargee to realise, the security created by or pursuant to this Debenture.

9. ACCOUNTS

9.1 Accounts: Notification and Variation

The Chargor, during the subsistence of this Debenture:-

- 9.1.1 shall promptly deliver to the Chargee on the date of this Debenture (and, if any change occurs after the date of this Debenture, on that date), details of each Account maintained by it with any bank or financial institution; and
- 9.1.2 shall not, without the Chargee's prior written consent, permit or agree to any variation of the rights attaching to any Account or close any Account after the Senior Discharge Date unless such account closure is notified in advance to the Chargee.

9.2 Accounts: Operation Before Enforcement Date

The Chargor shall, prior to the occurrence of the Enforcement Date, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account.

9.3 Accounts: Operation After Enforcement Date

After the occurrence of the Enforcement Date, the Chargor shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account without the prior consent of the Chargee.

9.4 Accounts: Application of Moneys

The Chargee shall, upon the occurrence of the Enforcement Date, be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Liabilities in accordance with Clause 16 (*Application of Moneys*).

10. MONETARY CLAIMS

10.1 No dealing with Monetary Claims

The Chargor shall not at any time during the subsistence of this Debenture, without the prior written consent of the Chargee or as permitted pursuant to the terms of the Senior Security or the Transaction Documents, sell, factor, discount, transfer, assign, lend or otherwise dispose of any of the Monetary Claims or enter into any agreement to do any of the foregoing.

10.2 Proceeds of Monetary Claims

The Chargor shall get in and realise the Monetary Claims in the ordinary course of business and pay the proceeds of those Monetary Claims into an Account.

11. INSURANCES

11.1 Insurances: Undertakings

The Chargor shall at all times during the subsistence of this Debenture:-

- 11.1.1 keep the Charged Property insured with those insurances normally maintained by prudent companies carrying on a similar business and, solely following the Senior Discharge Date, keep the Charged Property insured with an insurance office or underwriters to be approved by the Chargee in writing from time to time and otherwise in accordance with the terms of the Transaction Documents;
- 11.1.2 if required by the Chargee following the Senior Discharge Date, cause each Insurance relating to the Charged Property to contain (in form and substance satisfactory to the Chargee) an endorsement naming the Chargee as sole loss payee in respect of all claims;
- 11.1.3 promptly pay all premiums and other moneys payable under all its Insurances or procure that such is done and, promptly upon request produce to the Chargee a copy of each policy and evidence (acceptable to the Chargee) of the payment of such sums (or procure that such is done) and not do or omit to do or permit or suffer to be done or omitted to be done, anything which might render any Insurance required by this clause void, voidable or unenforceable; and
- 11.1.4 if required by the Chargee, provide a copy of all Insurances relating to the Charged Property to the Chargee.

11.2 Insurance: Default

If the Chargor defaults in complying with Clause 11.1 (*Insurance: Undertakings*), the Chargee may effect or renew any such Insurance on such terms, in such name(s) and in such amount(s) as it considers appropriate, and all moneys expended by the Chargee in doing so shall be reimbursed by the Chargor to the Chargee on demand and shall carry interest from the date of payment by the Chargee until reimbursed at the rate specified in Clause 2 (*Covenant to Pay*).

11.3 Application of Insurance Proceeds

All moneys received under any Insurance relating to the Charged Property shall, prior to the occurrence of the Enforcement Date, be applied in accordance with the terms of the Transaction Documents. After the occurrence of the Enforcement Date, the Chargor shall hold such moneys upon trust for the Chargee pending payment to the Chargee for application in accordance with Clause 16 (*Application of Moneys*) and the Chargor waives any right it may have to require that any such moneys are applied in reinstatement of any part of the Charged Property.

12. LAND

The Chargor shall (with the intent that this Clause 12 (*Land*) shall apply in relation to all Land now vested in the Chargor or acquired by the Chargor after the date of this Debenture):-

12.1 Repair and Alterations

- 12.1.1 keep or cause to be kept all buildings and Fixtures from time to time on or in any of its Land and all other plant, machinery and equipment belonging to it in good and substantial repair (fair wear and tear excepted) and good working order;
- 12.1.2 not, without the prior written consent of the Chargee, make or permit the making of any alteration or addition to any of its Land (other than internal non-structural alterations) or commit or permit any person to commit any waste upon or injure or in any manner or by any means lessen the value of its Land or sever or permit to be severed from any of its Land any Fixtures except for the purpose of replacing them as soon as practicable with others of equal or greater value; and
- 12.1.3 permit any authorised representative of the Chargee at any time to enter any of its Land for any purpose to inspect and test any work being carried out and, where any breach of covenant, defect, disrepair or unauthorised alteration, improvement or addition shall be found, remedy all such breaches and execute all such repairs or removals as the Chargee may require within 28 days after notice (or immediately, in case of emergency).

12.2 Statutes

- 12.2.1 comply with the provisions of all statutes and the requirement of any competent authority affecting any of its Land or the use of any of its Land or anything done on any Land; and
- 12.2.2 ensure that all consents and approvals under all statutes and the regulations and codes of practice of any competent authority affecting any of its Land have been obtained and are complied with, and produce on demand such evidence as the Chargee may require to satisfy itself that such consents and approvals have been obtained and are complied with;

12.3 Leases

- 12.3.1 pay the rents and observe and perform all covenants, conditions, agreements or obligations on its part to be observed and performed contained in any lease under which any of its Land is held by the Chargor and any licence, consent or approval given under any lease, and use its best endeavours to enforce observance and performance of the lessor's material covenants in any lease;
- 12.3.2 not accelerate or defer payment of any moneys payable under any such lease and where any lease contains a provision for the review of rent promptly notify the Chargee of any attempt by the lessor to implement a review but not agree the reviewed rent or appoint or agree to the appointment of a third party to determine a rent review without the prior written consent of the Chargee;
- 12.3.3 not to apply for any licence, consent or approval under any such lease or any superior lease without the prior written consent of the Chargee; and
- 12.3.4 promptly give notice to the Chargee if the Chargor receives notice under section 146 of the LPA or any proceedings are commenced for forfeiture of any such lease or any superior lease or the lessor or any superior lessor re-enters or attempts to re-enter thereunder and at the request of the Chargee but at the cost of the Chargor take such steps as the Chargee may require in relation thereto;

12.4 Power of Leasing

not, without the prior written consent of the Chargee, exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or create or suffer to be created a tenancy of any description of any of its Land or confer or permit to be conferred upon any person any contractual licence, right or interest to occupy or use or grant any licence or permission to assign, underlet or part with possession of the whole or any part of its Land or agree to do any of the foregoing, and sections 99 and 100 of the LPA shall not apply to this Debenture;

12.5 Compulsory Acquisition

not without the prior written consent of the Chargee enter into any negotiations with any competent authority with regard to the compulsory acquisition of any of its Land or consent to the compulsory acquisition of any of its Land, and, if so requested by the Chargee, permit the Chargee or its authorised representatives to conduct such negotiations or to give such consent on the Chargor's behalf;

12.6 Outgoings

pay as and when the same become due all rates, taxes, duties, charges, assessments and other outgoings payable in respect of its Land; and

12.7 Encumbrances

comply in all material respects with:-

- 12.7.1 all obligations, covenants, exceptions, reservations, licences, approvals, consents, stipulations, restrictions and conditions to which it is subject including, but without limitation, those relating to any of its Land or the use or enjoyment of any of its Land or imposed upon the Chargor as owner, occupier or user, as the case may be, of any of its Land, in each case to the extent that failure to do so could reasonably be expected to materially

adversely affect the value of the Land or the value of the Security created pursuant to this Debenture; and

- 12.7.2 its obligations under any Security having priority to the Security created by or pursuant to this Debenture.

13. DEMAND AND ENFORCEMENT

13.1 Enforcement

This Debenture shall become enforceable in respect of and against the Chargor:-

- 13.1.1 upon any demand being made by the Chargee under any Transaction Document for payment of any of the Secured Liabilities by the Chargor;
- 13.1.2 upon any request being made by the Chargor to the Chargee for the appointment of a Receiver or for the Chargee to exercise any other power or right available to it;
- 13.1.3 upon the occurrence of any event causing, or purporting to cause, the floating charge created by this Debenture to become fixed in relation to any Charged Property; or
- 13.1.4 upon the passing of any resolution, or the presentation of a petition, for winding up of the Chargor or the making of an application for an administration order in relation to the Chargor or the taking of any steps in relation to the appointment of an administrator of the Chargor.

13.2 Demand for payment

Any demand for payment, and any other notice to be given by the Chargee under this Debenture, shall be in writing and may be signed by any authorised signatory on behalf of the Chargee, and may be made or given to the Chargor at any place of business of the Chargor, or the registered office of the Chargor:-

- 13.2.1 by delivering it to any such place; or
- 13.2.2 by sending it by first class post to any such place (in which case it shall be deemed received at 10.00am on the next Business Day after posting, and proof of posting shall be proof of delivery); or
- 13.2.3 by sending it by fax to any fax number of the Chargor (in which case it shall be deemed received when sent, and proof of sending shall be proof of receipt).

13.3 Powers on enforcement

At any time after this Debenture has become enforceable, the Chargee may (without prejudice to any other rights and remedies and without notice to the Chargor) do all or any of the following:-

- 13.3.1 exercise the power of sale under section 101 of the LPA together with all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Debenture, without the restrictions contained in sections 103 or 109(1) of the LPA; and
- 13.3.2 exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Charged Property, without the restrictions imposed by sections 99 and 100 of the LPA.

14. RECEIVERS

14.1 Appointment

At any time after this Debenture has become enforceable in respect of and against the Chargor, the Chargee may appoint any person or persons to be a Receiver or Receivers of all or any part of the Charged Property of the Chargor charged under this Debenture or an administrator of the Chargor. An appointment over part only of such Charged Property shall not preclude the Chargee from making any subsequent appointment over any other part of such Charged Property.

14.2 Appointment in writing

The appointment of a Receiver shall be in writing, and may be signed by any authorised signatory on behalf of the Chargee. Where more than one person is acting at any time as Receiver, they shall have power to act severally as well as jointly.

14.3 Remuneration

The Chargee may from time to time determine the remuneration of the Receiver and may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Charged Property of which he is the Receiver and at any time appoint a further or other Receiver or Receivers over all or any part of such Charged Property.

14.4 Powers

The Receiver shall be the agent of the Chargor (which shall be solely liable for his acts, defaults and remuneration) unless and until the Chargor goes into liquidation from which time he shall act as principal and shall not become the agent of the Chargee, and the Receiver shall have and be entitled to exercise in relation to the Charged Property all the powers:-

14.4.1 conferred on receivers appointed under the LPA;

14.4.2 of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver;

14.4.3 and rights that an absolute owner would have in relation to any Charged Property; and

14.4.4 to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver.

15. POWER OF ATTORNEY

15.1 Appointment

The Chargor hereby irrevocably and by way of security appoints:-

15.1.1 the Chargee (whether or not a Receiver has been appointed); and also

15.1.2 (as a separate appointment) each Receiver,

severally as the attorney and attorneys of the Chargor with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Chargor, which the Chargor could be required to do or execute under any provision of this Debenture, or which the Chargee in its sole opinion may consider necessary or desirable for perfecting the Chargee's title to any of the Charged Property of the

Chargor or enabling the Chargee or the Receiver to exercise any of its or his rights or powers under this Debenture.

15.2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in Clause 15.1 (*Appointment*) shall do or purport to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in Clause 15.1 (*Appointment*).

16. APPLICATION OF MONEYS

16.1 Application of moneys

All sums received by virtue of this Debenture by the Chargee or the Receiver shall, subject to the payment of any claim having priority to this Debenture, be paid or applied in the following order of priority:-

- 16.1.1 first, in or towards satisfaction of all costs, charges and expenses incurred and payments made by the Chargee, or the Receiver (including, without limitation, legal expenses) and of the remuneration of the Receiver;
- 16.1.2 secondly, in or towards payment of the Secured Liabilities in such order as the Chargee may at its discretion require; and
- 16.1.3 thirdly, as to the surplus (if any), to the person or persons entitled to such surplus,

and section 109(8) of the LPA shall not apply.

17. PROTECTION OF THIRD PARTIES

17.1 Statutory powers

In favour of any purchaser, the statutory powers of sale and of appointing a Receiver which are conferred upon the Chargee, as varied and extended by this Debenture, and all other powers of the Chargee, shall be deemed to arise (and the Secured Liabilities shall be deemed due and payable for that purpose) immediately after the execution of this Debenture.

17.2 Purchasers

No purchaser from or other person dealing with the Chargee, any person to whom it has delegated any of its powers, or the Receiver shall be concerned to enquire whether any of the powers which they have exercised has arisen or become exercisable, or whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act or as to the propriety or validity of the exercise of any such power, and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters.

17.3 Receipts

The receipt of the Chargee or the Receiver shall be an absolute and conclusive discharge to a purchaser or any other person dealing with the Chargee.

18. PROTECTION OF THE CHARGEES AND ANY RECEIVER

18.1 No liability

The Chargee and any Receiver shall not be liable in respect of any loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise any of their respective powers under this Debenture.

18.2 Not mortgagee in possession

Without prejudice to any other provision of this Debenture, entry into possession of any Charged Property shall not render the Chargee or the Receiver liable:-

18.2.1 to account as mortgagee in possession;

18.2.2 for any loss on realisation; or

18.2.3 for any default or omission for which a mortgagee in possession might be liable,

and if and whenever the Chargee or the Receiver enters into possession of any Charged Property it shall be entitled at any time it or he thinks fit to go out of such possession.

18.3 Indemnity

The Chargor shall indemnify and keep indemnified the Chargee, every Receiver, and any person who acts as the servant, agent, delegate or attorney of any of them, against all claims, costs, expenses and liabilities which they may suffer or incur arising in any way out of the taking or holding of this Debenture, the exercise or purported exercise of any right, power, authority or discretion given by it, or any other act or omission in relation to this Debenture or the Charged Property.

18.4 Currency protection

If any amount due to be paid to the Chargee is, for any reason, paid in a currency (the "currency of payment") other than the currency in which it was expressed to be payable (the "contractual currency"), the Chargee may wherever it thinks fit apply the amount of the currency of payment received by it in the purchase, in accordance with its normal practice, of the contractual currency, and if this results in any shortfall below the amount due in the contractual currency, after deducting all taxes, costs and commissions payable in connection with that purchase, the Chargor shall indemnify the Chargee against the amount of the shortfall.

18.5 Continuing protection

The provisions of this Clause 18 shall continue in full force and effect notwithstanding any release or discharge of this Debenture, or the discharge of any Receiver from office.

19. PROVISIONS RELATING TO THE CHARGEES

19.1 Powers and discretions

The rights, powers and discretions given to the Chargee in this Debenture:-

19.1.1 may be exercised as often as, and in such manner as, the Chargee thinks fit;

19.1.2 are cumulative, and are not exclusive of any of its rights under the general law; and

19.1.3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it.

19.2 Certificates

A certificate by an authorised officer of the Chargee as to any sums payable to the Chargee under this Debenture shall (save in the case of manifest error) be conclusive and binding upon the Chargors for all purposes.

19.3 Assignment

The Chargee may assign this Debenture to any successor in title to any of the Secured Liabilities and the Chargee may disclose any information in its possession relating to the Chargor, its affairs or the Secured Liabilities to any actual or prospective assignee.

19.4 Delegation

The Chargee may at any time and from time to time delegate by power of attorney or in any other manner to any person or persons all or any of the rights, powers and discretions which are for the time being exercisable by it under this Debenture.

20. PRESERVATION OF SECURITY

20.1 Continuing Security

This Debenture shall be a continuing security to the Chargee and shall remain in force until expressly discharged in writing by the Chargee notwithstanding any intermediate settlement of account or other matter or thing whatsoever and shall be without prejudice and in addition to any other right, remedy or Security of any kind which the Chargee may have now or at any time in the future for or in respect of any of the Secured Liabilities.

20.2 No Merger

This Debenture is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Chargee may at any time hold for any other Secured Liabilities.

20.3 Waiver of Defences

Neither the Security created by this Debenture nor the obligations of the Chargor under this Debenture will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it or the Chargee) including:-

20.3.1 any time, waiver or consent granted to, or composition with, the Chargor or other person;

20.3.2 the release of the Chargor or any other person under the terms of any composition or arrangement with any person;

20.3.3 the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of the Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;

- 20.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person;
- 20.3.5 any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Transaction Document or any other document or Security;
- 20.3.6 any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Transaction Document or any other document; or
- 20.3.7 an insolvency, liquidation, administration or similar procedure.

20.4 Order of Recourse

This Debenture may be enforced against the Chargor without the Chargee first having recourse to any other right, remedy, guarantee or Security held by or available to any of them.

20.5 Suspense Accounts

The Chargee may, without prejudice to any other rights it may have, at any time and from time to time place (and keep for such time as it may think prudent) any moneys received, recovered or realised under or by virtue of this Debenture on a separate or suspense account to the credit either of the Chargor or, at the sole discretion of the Chargee if an Event of Default has occurred and is continuing, of the Chargee as the Chargee shall think fit without any intermediate obligation on the Chargee's part to apply the same or any part of it in or towards the discharge of the Secured Liabilities.

20.6 Tacking

For the purposes of section 94(1) of the LPA and section 49(3) of the Land Registration Act 2002 the Chargee confirms that it shall make further advances to the Chargor on the terms and subject to the conditions of the Transaction Documents.

20.7 Reinstatement

If any payment by the Chargor or discharge given by the Chargee (whether in respect of the obligations of the Chargor or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event:-

- 20.7.1 the liability of the Chargor and the Security created by this Debenture shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- 20.7.2 the Chargee shall be entitled to recover the value or amount of that Security or payment from the Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

21. RELEASE

- 21.1 Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities, the Chargee shall, or shall procure that its appointees will, at the request and cost of the Chargor:-

- 21.1.1 release the Charged Property from this Debenture; and

21.1.2 re-assign the Charged Property that has been assigned to the Chargee under this Debenture.

21.2 Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Debenture.

22. MISCELLANEOUS PROVISIONS

22.1 Severability

If any provision of this Debenture is illegal, invalid or unenforceable in any jurisdiction, that shall not affect:-

22.1.1 the validity or enforceability of any other provision, in any jurisdiction; or

22.1.2 the validity or enforceability of that particular provision, in any other jurisdiction.

22.2 Costs, charges and expenses

All costs, charges and expenses incurred or paid by the Chargee or by the Receiver in the exercise of any power or right given by this Debenture or in relation to any consent requested by the Chargor, or in perfecting or otherwise in connection with this Debenture, the other Transaction Documents or the Charged Property, all sums recoverable under Clause 18 (*Protection of the Chargee and any Receiver*) and all costs of the Chargee (on an indemnity basis) of all proceedings for the enforcement of this Debenture or for obtaining payment of moneys by this Debenture secured, shall be recoverable from the Chargor as debts, and shall bear interest at two per cent. above the rate applicable to that sum immediately before demand.

22.3 Contracts (Rights of Third Parties) Act 1999

The Chargee, any Receiver and their respective officers, employees and agents may enforce any term of this Debenture which purports to confer a benefit on that person, but no other person who is not a party to this Debenture has any right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Debenture.

22.4 Counterparts

This Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Debenture.

23. NOTICES

23.1 Communications in Writing

Each communication to be made under or in connection with this Debenture shall be made in writing and, unless otherwise stated, shall be made by fax or letter.

23.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) for any communication or document to be made or delivered under or in connection with this Debenture is:-

23.2.1 in the case of the Chargor, that identified with its name below;

23.2.2 in the case of the Chargee, that identified with its name below,

or any substitute address, fax number, or department or officer as the Chargor may notify to the Chargee (or the Chargee may notify to the Chargor, if a change is made by the Chargee) by not less than five Business Days' notice.

23.3 Delivery

23.3.1 Any communication or document made or delivered by one person to another under or in connection with this Debenture will only be effective:-

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 23.2 (*Addresses*) of this Debenture if addressed to that department or officer.

23.3.2 Any communication or document to be made or delivered to the Chargee will be effective only when actually received by the Chargee and then only if it is expressly marked for the attention of the department or officer identified with the Chargee's signature below (or any substitute department or officer as the Chargee shall specify for this purpose).

23.4 English language

23.4.1 Any notice given under or in connection with this Debenture must be in English.

23.4.2 All other documents provided under or in connection with this Debenture must be:-

- (a) in English; or
- (b) if not in English, and if so required by the Chargee or Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

24. GOVERNING LAW

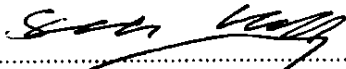
This Debenture and any non-contractual obligations arising out of or in connection with it are governed by English law.

EXECUTED AND DELIVERED AS A DEED by the Chargor and executed by the Chargee on the date set out at the beginning of this Debenture.

SCHEDULE 1
DETAILS OF LAND
REGISTERED LAND

The Chargor

EXECUTED as a Deed)
by MREF SHEFFIELD LIMITED acting by one)
director in the presence of a witness:)
)
)
)
)


.....

Director

Witness:.....

Name: 

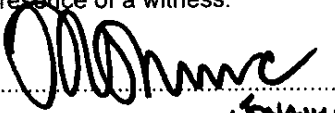
Address: 21a Greenfield

.....
Walsingham

Occupation: Hotelier

The Chargee

EXECUTED as a Deed)
by ACCOR UK BUSINESS & LEISURE)
HOTELS LIMITED acting by one director in)
the presence of a witness:)
)
)


.....

Director

JONATHAN SUMMERS

Witness: 

Name: ANIKA KOTCHHA

Address: 30 CROWN PLACE

LONDON EC2A 4ES

Occupation: TRAINEE SOUNTEER