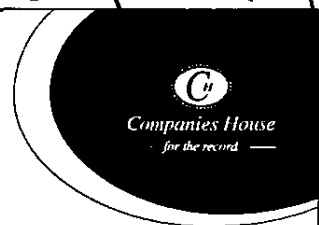


# MG01

## Particulars of a mortgage or charge

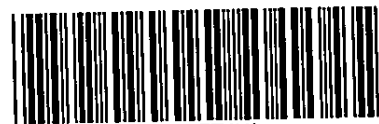


A fee is payable with this form  
We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ **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**  
You cannot use this form  
particulars of a charge for  
company. To do this, please  
use form MG01s

SATURDAY



A60 \*AKL4ZTJU\* 235  
23/04/2011

COMPANIES HOUSE

For official use

3 8

→ **Filling in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 1 Company details

Company number 0 2 4 8 6 6 3 4  
Company name in full JARVIS HOTELS LTD (the "Grantor")

### 2 Date of creation of charge

Date of creation d 1 d 9 m 0 m 4 y 2 y 0 y 1 y 1

### 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 Standard Security dated 31 January 2011 (the "Charge")

### 4 Amount secured

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

Amount secured Please see continuation page entitled "Amount Secured"

Capitalised terms appearing in this Form MG01 and continuation  
pages and not defined shall have the meaning ascribed thereto under  
the heading DEFINITIONS on the continuation page entitled "Short  
particulars of all of the property mortgaged or charged"

#### Continuation page

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

# MG01

## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

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

Name The Royal Bank of Scotland PLC (registered number SC090312)

Address 36 St Andrew Square, Edinburgh

as trustee for the Secured Parties (the "Securty Trustee")

Postcode E H 1 1 Y z

Name

Address

Postcode

#### Continuation page

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

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

Please give the short particulars of the property mortgaged or charged

#### Continuation page


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

Short particulars

Please see continuation page entitled "Short particulars of all the property mortgaged or charged"

# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>  Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered	
Commission allowance or discount	N/A	
<b>8</b>	<b>Delivery of instrument</b>  You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 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)	
<b>9</b>  Signature	<b>Signature</b>  Please sign the form here  <div style="border: 1px solid black; padding: 5px;">           Signature   </div> This form must be signed by a person with an interest in the registration of the charge	

# MG01

## Particulars of a mortgage or charge



### Presenter information

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

Contact name **MXM ROY55 222**

Company name **Brodies LLP**

Address **15 Atholl Crescent**

Post town **Edinburgh**

County/Region

Postcode **E H 3 8 H A**

Country **United Kingdom**

DX **DX ED10**

Telephone **0131 228 3777**



### 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)**

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>The payment and discharge of (First) all present and future obligations and liabilities due by Kayterm Limited a company incorporated in England and Wales under the Companies Acts (Company Number 04785061) and having its Registered Office formerly at 21 Tudor Street, London and now at Castle House aforesaid (the "Company") and/or any Obligor or Obligors to any Finance Party or Finance Parties under the agreement entered into among the Company, certain subsidiaries of the Company as borrowers and guarantors, The Royal Bank of Scotland plc and others dated 11 December 2003 (the said agreement as amended, varied, supplemented or novated in any way from time to time whether prior to, on or after the date of execution of the Charge being the "Senior Facility Agreement") and (Second) the Liabilities under the Guarantee and Fixed and Floating Security Document by the Company in favour of The Royal Bank of Scotland plc as Security Trustee dated 11 December 2003 (the said Guarantee and Fixed and Floating Security Document as amended, varied, supplemented or novated in any way from time to time whether prior to, on or after the date of execution of the Charge being the "Guarantee Document")</p>	

# 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

ALL and WHOLE the subjects known generally as the Ramada Edinburgh Mount Royal Hotel (and formerly known as the Jarvis Mount Royal Hotel), Princes Street, Edinburgh EH2 2DG being the subjects registered in the Land Register of Scotland under Title Number MID86562

#### DEFINITIONS

Capitalised terms used in this Form MG01 and continuation pages shall have the following meanings -

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 26 (Changes to the Obligors) of the Senior Facility Agreement

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 26 (Changes to the Obligors) of the Senior Facility Agreement

"Bond Finance Documents" means

- a) the Mezzanine Bond Instrument,
- b) the Security Documents,
- c) any Accession Deed pursuant to which an Obligor accedes to the Intercreditor Agreement, and
- d) the bonds issued pursuant to the Mezzanine Bond Instrument

"Bond Mezzanine Debt" means all present and future moneys, debts and liabilities due, owing or incurred by any Obligor to any Bondholder under or in connection with any Bond Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise) together with any related Additional Debt

"Bondholder" means the Original Bondholders and the Additional Bondholders

"Borrower" means an Original Borrower or an Additional Borrower

"Finance Party" means the Agent, the Ancillary Lender, the Arranger, a Lender or the Security Trustee

"Guaranteed Liabilities" means

- (a) all Bond Mezzanine Debt,
- (b) all Vendor Debt, and
- (c) all Vendor Secured Entitlement Debt

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Guarantor" means the Company, upon the accession of an Additional Borrower, or an Additional Guarantor</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 11 December 2003 between, amongst others, the Security Trustee and the Obligors as amended or amended and restated from time to time</p> <p>"Liabilities" means</p> <p>(a) all present and future moneys, debts and liabilities due, owing or incurred to any Senior Secured Party under or in connection with any Senior Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise), together with any related Additional Debt,</p> <p>(b) all Bond Mezzanine Debt,</p> <p>(c) all Vendor Debt,</p> <p>(d) all Vendor Secured Entitlement Debt, and</p> <p>(e) all Guaranteed Liabilities</p> <p>"Mezzanine Bond Instrument" means the instrument in the Agreed Form entered into on the Unconditional Date or, as applicable, the Scheme Effective Date, between the Company and the Security Trustee constituting the £21,000,000 5 per cent mezzanine bonds of the Company due 2012</p> <p>"Obligor" means a Borrower or a Guarantor</p> <p>"Original Borrowers" means the companies listed in Part I of Schedule 1 (The Original Parties) of the Senior Facility Agreement as original borrowers together with the Company,</p> <p>"Secured Party" means a Senior Finance Party, Hedging Bank, a Vendor or a Bondholder and</p> <p>"Secured Parties" means all of them</p> <p>"Security Trustee" means The Royal Bank of Scotland plc, incorporated under the Companies Acts in Scotland (Registered Number SC090312) and having its registered office at 36 St Andrew Square, Edinburgh and its successors and assignees whomsoever, acting as trustee for the Secured Parties</p> <p>"Senior Finance Document" means the Finance Documents (as defined in the Senior Facility Agreement) and any other document documenting New Senior Commitments</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Vendor" means a Target shareholder participating in the issue of the Vendor Loan Notes</p> <p>"Vendor Debt" means all present and future moneys, debts and liabilities due, owing or incurred by any Obligor to any Vendor under or in connection with any Vendor Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise), together with any related Additional Debt, but excluding any Vendor Entitlement Debt</p> <p>"Vendor Documents" means</p> <p>the Vendor Loan Notes,</p> <p>the Security Documents,</p> <p>any Accession Deed pursuant to which an Obligor accedes to the Intercreditor Agreement, and</p> <p>the Vendor Loan Note Instrument</p> <p>"Vendor Entitlement Debt" means all present and future moneys, debts and liabilities due, owing or incurred by any Obligor to any Vendor under or in connection with the Letters of Entitlement, including, for the avoidance of doubt, Vendor Secured Entitlement Debt (in each case whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise)</p> <p>"Vendor Loan Note Instrument" means the instrument in the Agreed Form to be entered into on the Unconditional Date or, as applicable, the Scheme Effective Date, between the Company and the Security Trustee constituting the Vendor Loan Notes</p> <p>"Vendor Loan Notes" means the £23,000,000 zero coupon loan notes 2006 to be issued by the Company pursuant to the Vendor Loan Note Instrument</p> <p>"Vendor Secured Entitlement Debt" means all present and future moneys, debts and liabilities due owing or incurred by any Obligor to any Vendor under or in connection with Clause 2 6(A) of the Letters of Entitlement (in each case whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise) together with any related Additional Debt</p> <p>Capitalised terms appearing in this Form MG01 and continuation pages and not defined shall have the meaning ascribed thereto in the Senior Facility Agreement, the Intercreditor Agreement and the Guarantee Document</p>

# MG09

## Certificate of registration of a charge comprising property situated in another UK jurisdiction



✓ **What this form is for**  
You may use this form to give notice  
of a certificate of registration of a  
charge comprising property situated  
in another UK jurisdiction

✗ **What this form is NOT for**  
You cannot use this form as a  
certificate of registration of a charge  
for a company registered  
in Scotland

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

### 1 Company details

Company number 0 2 4 8 6 6 3 4

Company name in full JARVIS HOTELS LTD (the "GRANTOR")

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 Date charge presented

Date of, and parties to,  
the charge It is hereby certified that the charge ①

Standard security by the Grantor in favour of The Royal Bank of

Scotland plc as Security Trustee dated 31 January 2011

was presented for registration on

d 1 d 9 m 0 m 4 y 2 y 0 y 1 y 1

Jurisdiction

in ②

- ☒ Scotland  
☐ England and Wales  
☐ Northern Ireland

① As described on form MG01  
'Particulars of a mortgage  
or charge'

② Please tick as appropriate

### 3 Signature

Please sign the form here

Signature

Signature

✗ *June Sepp for Gradics LLP* ✗

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

# MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



## Presenter information

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

Contact name BS/MXM/ROY55 222

Company name Brodies LLP

Address 15 Atholl Crescent

Post town Edinburgh

County/Region Midlothian

Postcode E H 3 8 H A

Country

DX

Telephone 0131 228 3777



## Important information

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



## 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



## 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 shown the date of, and parties to, the charge in Section 2
- ☐ You have declared where the charge was presented for registration
- ☐ You have enclosed the form MG01 and a verified copy of the deed
- ☐ You have signed the form



## 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)



**FILE COPY**

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

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

**COMPANY NO. 2486634**

**CHARGE NO. 38**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A STANDARD SECURITY EXECUTED  
ON 31 JANUARY 2011 WHICH WAS PRESENTED FOR  
REGISTRATION IN SCOTLAND ON 19 APRIL 2011 AND  
CREATED BY JARVIS HOTELS LTD. FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM KAYTERM LIMITED  
AND/OR ANY OBLIGORS TO ANY FINANCE PARTY OR  
FINANCE PARTIES 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 23 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 APRIL 2011

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES