

# MG01

## Particulars of a mortgage or charge

2019359 / 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

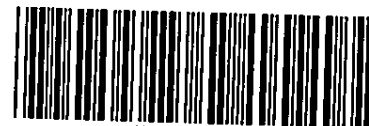
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



#### What this form is NOT

You cannot use this form to register  
particulars of a charge on  
company property. To do this, please  
use form MG01s

TUESDAY



LD7

\*LE1C0Q46\*

21/12/2010

178

COMPANIES HOUSE

### 1 Company details

Company number 0 2 9 4 0 9 2 5

Company name in full Paramount Hotels Limited (the Company)

23

For official use

#### → 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 d0 m1 m2 y2 y0 y1 y0

### 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

A deed of charge by assignment created by the Company in favour of the  
Security Trustee (defined below) (the Charge)

### 4 Amount secured

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

Amount secured

6,000  
+  
600  
6,600

All money and liabilities on or after the date of the Debenture, owing  
or incurred to the Beneficiaries (or any of them) by any Obligor under  
the Transaction Documents (or any of them) and under the Charge in  
whatsoever manner in any currency or currencies whether present or  
future, actual or contingent, whether incurred solely or jointly with any  
other person and whether as principal or surety together with all  
interest accruing thereon and all costs, charges and expenses  
incurred in connection therewith (Secured Obligations)

#### 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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Anglo Irish Bank Corporation Limited (Security Trustee)	
Address	10 Old Jewry	
	London	
Postcode	E C 2 R 8 D N	
Name		
Address		
Postcode		

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

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p><b>1 COVENANT TO PAY</b></p> <p>The Company covenanted with the Security Trustee that it would pay the Secured Obligations as and when the same fall due for payment</p> <p><b>2 FIXED SECURITY</b></p> <p><b>2 1 Assignment</b></p> <p>The Company, in the manner specified in clause 3 2 of the Charge (paragraph 3 of this form MG01), assigned to the Security Trustee by way of first fixed security for the payment and performance of the Secured Obligations all its title, rights, benefit and interest (present and future) in</p> <ul style="list-style-type: none"><li>(a) the Further Assigned Agreements and all benefits to accrue to the Company under and/or pursuant to the Further Assigned Agreements, and</li><li>(b) the proceeds of any claims damages awards and judgments which may be received by the Company under and/or pursuant to the Further Assigned Agreements and the right to enforce and sue upon the Further Assigned Agreements, and</li><li>(c) all agreements, contracts, deeds, undertakings, guarantees, warranties and other documents on or after the date of the Charge in existence under or in relation to the Further Assigned Agreements</li></ul> <p>Continued</p>	

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>	
Short particulars	<p data-bbox="331 344 1050 389">Please give the short particulars of the property mortgaged or charged</p> <div data-bbox="331 389 1516 2060"> <p data-bbox="331 389 606 434"><b>3 Title Guarantee</b></p> <p data-bbox="427 456 1369 501">(a) Every disposition effected by the Charge is made with full title guarantee</p> <p data-bbox="427 524 1516 658">(b) The other terms of the Charge do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants</p> <p data-bbox="331 680 801 725"><b>4 Confirmation and Compliance</b></p> <p data-bbox="427 748 1516 882">(a) In relation to each of the Security Assets charged by the Charge any legal mortgage, fixed charge or floating charge granted previously in favour of the Security Trustee shall continue in force and shall not merge in any security created by the Charge or be released, extinguished or affected in any way by the Charge</p> <p data-bbox="427 904 1516 994">(b) The Company shall remain liable to perform all its obligations under the Further Assigned Agreements</p> <p data-bbox="852 1039 989 1084" style="text-align: center;"><b>Definitions</b></p> <p data-bbox="331 1106 938 1151">In this form MG01, the following definitions are used</p> <p data-bbox="331 1173 1117 1218"><b>Beneficiaries</b> has the meaning given to it in the Facility Agreement</p> <p data-bbox="331 1240 1516 1330"><b>Debenture</b> means a debenture dated 12 July 2001 between Puma Hotels plc (then known as Dawney Shores Hotels plc) (1), Puma Holdings plc and Paramount Hotels Holding Limited (2), the Company and other companies (3) and the Security Trustee (4)</p> <p data-bbox="331 1352 1516 1420"><b>Facility Agreement</b> means an agreement between, amongst others, the Company and Security Trustee dated 11 July 2004</p> <p data-bbox="331 1442 1516 1509"><b>Further Assigned Agreements</b> means the agreements, contracts and appointments listed in Schedule 3 of the Charge (schedule 1 of this form MG01)</p> <p data-bbox="331 1532 1059 1576"><b>Obligors</b> has the meaning given to it in the Facility Agreement</p> <p data-bbox="331 1599 1516 1666"><b>Security Assets</b> means all assets of the Company the subject of any security created by or pursuant to the Charge (and includes without limitation the Further Assigned Agreements)</p> <p data-bbox="331 1688 1251 1733"><b>Transaction Documents</b> has the meaning given to it in the Facility Agreement</p> <p data-bbox="852 1778 989 1823" style="text-align: center;"><b>Schedule 1</b></p> <p data-bbox="724 1845 1107 1890" style="text-align: center;"><b>Further Assigned Agreements</b></p> <p data-bbox="331 1912 1516 1980">1 A building contract in respect of the reinstatement of the Majestic Hotel, Harrogate dated 29 November 2010 between the Company and Tolent Construction Limited,</p> </div>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2 A contract of appointment dated 7 December 2010 between the Company and Finch Associates Limited as the architect and contract administrator in relation to the reinstatement works for the Majestic Hotel, Harrogate,</p> <p>3 A contract of appointment dated 7 December 2010 between the Company and Shepherd Gilmour CDM Limited as the CDM Co-ordinator in relation to the reinstatement works for the Majestic Hotel, Harrogate,</p> <p>4 A contract of appointment dated 7 December 2010 between the Company and Neilson Binnie-McKenzie Limited as the quantity surveyor in relation to the reinstatement for the Majestic Hotel, Harrogate,</p> <p>5 A contract of appointment dated 7 December 2010 between the Company and Partington &amp; Associates Limited as the structural engineer in relation to the reinstatement works for the Majestic Hotel, Harrogate</p> <p>6 A contract of appointment dated 7 December 2010 between the Chargor and Charles Leon Associates Limited as the interior designer in relation to the reinstatement works for the Majestic Hotel, Harrogate, and</p> <p>7 A contract of appointment dated 7 December 2010 between the Company and Troup Bywaters &amp; Anders Limited as the service engineer in relation to the reinstatement works for the Majestic Hotel, Harrogate</p>	

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## Particulars of a mortgage or charge

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### 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

N11

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### 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 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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### Signature

Please sign the form here

Signature

Signature

X Addleshaw Goddard LLP X

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

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## Particulars of a mortgage or charge



### Presenter information

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

Contact name QUARM/307031 8654

Company name Addleshaw Goddard LLP

Address Box 500, Companies House

21 Bloomsbury Street

Post town London

County/Region

Postcode W C 1 B 3 X D

Country

DX 47 London

Telephone 020 7606 8855



### 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)



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

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

**COMPANY NO. 2940925  
CHARGE NO. 23**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF CHARGE BY  
ASSIGNMENT DATED 10 DECEMBER 2010 AND CREATED BY  
PARAMOUNT HOTELS LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM ANY OBLIGOR TO THE  
BENEFICIARIES (OR ANY OF THEM) 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 21 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 DECEMBER  
2010

4/c



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES