

MG01

Particulars of a mortgage or charge

Oyez

037654 / 13

A fee is payable with this form

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

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



What this form is not for

You cannot use this form to register
particulars of a charge created by a
company. To do this you must use
form MG01s

THURSDAY



SCT

SUG9WUGH

26/05/2011

29

COMPANIES HOUSE

Please

gov.uk

1

Company details

Company number

0 2 9 7 1 2 1 5

Company name in full

Paragon Hotels Limited (the Company)

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

1 9 0 5 2 0 1 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 by Paragon Hotels Limited in favour of Bank of Scotland
plc (Corporate Division) dated 12 May 2011

4

Amount secured

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

Amount secured

The Secured Sums.

Please refer to Continuation Pages 1-5 for
definitions

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	Bank of Scotland plc (Corporate Division)									
Address	(the Lender)									
	The Mound, Edinburgh									
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									
Short particulars	Please refer to Continuation Pages 5-8									

Continuation page

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

MG01

Particulars of a mortgage or charge

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

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

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

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

Commission allowance or discount

n/a

8 Delivery of instrument

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

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

9 Signature

Please sign the form here

Signature

Signature

X *Benjamin J. [Signature]* X
For and on behalf of *Prudential & Wilson AS Ltd*
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

Lisa Torrance

Company name

Dundas & Wilson CS LLP

Address

Saltire Court

20 Castle Terrace

Edinburgh

Post town

County/Region

Postcode

E

H

1

2

E

N

Country

DX

Telephone

0131 228 8000



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 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

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

Continuation Sheet 1

Secured Sums

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to the Lender under each or any of the Finance Documents, in each case together with:

(a) all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights under any Finance Document; and

(b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents.

Definitions

Accession Letter

A document substantially in the form set out in Schedule 5 to the Facilities Agreement

Additional Borrower

A member of the Group which becomes a Borrower in accordance with Clause 29 of the Facilities Agreement

Additional Guarantor

A company which becomes a Guarantor in accordance with Clause 29 of the Facilities Agreement

BACS Letter

The letter dated on or about the date of the Facilities Agreement between the Company, the Chargor and the Lender pursuant to which the Lender will make available certain BACS facilities and payment systems.

Borrower

An Original Borrower or an Additional Borrower

See Continuation Sheet 2

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

Continuation Sheet 2

Chargor

Each company named in Schedule 1 of the Debenture and (with effect from its accession) each other company which executes a Deed of Accession and Charge and any company which subsequently adopts the obligations of a Chargor

Compliance Certificate

A certificate substantially in the form set out in Schedule 6 to the Facilities Agreement.

Control

(a) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:

(i) cast, or control (directly or indirectly) the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the company;

(ii) appoint or remove all, or the majority, of the directors or other equivalent officers of the company, or

(iii) give directions with respect to the operating and financial policies of the company with which the directors or other equivalent officers of the company are obliged to comply; or

(b) the holding beneficially of more than 50% of the issued share capital of the company (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital)

Debenture

The Debenture dated 12 May 2011 between, among others, the Borrower and certain of its subsidiaries (as Chargors) and the Lender.

Deed of Accession and Charge

Deed of accession and charge substantially in the form of Schedule 3 to the Debenture.

See Continuation Sheet 3

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><u>Continuation Sheet 3</u></p> <p><u>Existing Hedging Agreements</u></p> <p>(a) the ISDA Master Agreement dated 21 May 2002 between the Lender and the Company; and</p> <p>(b) the interest rate swap with transaction number 2190802TS entered into by the Company with the Lender with a trade date of 1 September 2010 and effective date of 30 September 2010</p> <p><u>Existing Security Document</u></p> <p>The documents listed in Schedule 9 to the Facilities Agreement.</p> <p><u>Facilities Agreement</u></p> <p>The facilities agreement dated on or about the date of the Debenture between, among others, the Company, the Original Borrowers, the Chargors and the Lender.</p> <p><u>Fee Letter</u></p> <p>Any letter or letters dated on or about the date of the Facilities Agreement between the Lender and the Company setting out any of the fees referred to in Clause 16 of the Facilities Agreement</p> <p><u>Finance Documents</u></p> <p>The Facilities Agreement, any Accession Letter, any Compliance Certificate, any Fee Letter, any Letter of Credit, any Hedging Agreement, the ISDA Amendment Agreement, any Selection Notice, any Transaction Security Document, any Utilisation Request, the BACS Letter and any other document designated as a "Finance Document" by the Lender and the Company (each a "Finance Document")</p> <p><u>Group</u></p> <p>The Company and each of its Subsidiaries.</p> <p><u>Guarantor</u></p> <p>An Original Guarantor or an Additional Guarantor unless it has ceased to be a Guarantor in accordance with Clause 29 of the Facilities Agreement.</p> <p>See Continuation Sheet 4.</p>

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

Continuation Sheet 4

Hedging Agreement

The Existing Hedging Agreements and any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Company and the Lender for the purpose of hedging interest rate liabilities in relation to the Term Facility in accordance with Clause 26 29 of the Facilities Agreement.

ISDA Amendment Agreement

The amendment agreement dated on or about the date of the Facilities Agreement relating to the ISDA Master Agreement dated 21 May 2002 and made between the Company and the Lender

Letter of Credit

(a) a letter of credit, substantially in the form set out in Schedule 8 to the Facilities Agreement or in any other form requested by the Company and agreed by the Lender; or

(b) any guarantee, indemnity or other instrument in a form requested by a Borrower (or the Company on its behalf) and agreed by the Lender.

Obligor

A Borrower or a Guarantor

Original Borrowers

The Chargor and the Company.

Original Guarantor

The Chargor, the Company and Marshall Meadows Hotel Limited.

Security

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

Selection Notice

A notice substantially in the form set out in Part 2 of Schedule 3 to the Facilities Agreement given in accordance with Clause 14 to the Facilities Agreement in relation to the Term Facility.

See Continuation Sheet 5

MG01 - continuation page

Particulars of a mortgage or charge



4	Amount secured	
Amount secured	<p>Please give us details of the amount secured by the mortgage or charge</p> <p><u>Continuation Sheet 5</u></p> <p><u>Subsidiary</u></p> <p>An entity of which a person:</p> <p>(a) has direct or indirect Control, or</p> <p>(b) owns directly or indirectly more than fifty per cent. (50%) of the share capital or similar right of ownership, or</p> <p>(c) is entitled to receive more than fifty per cent. (50%) of the dividends or distributions,</p> <p>and any entity (whether or not so controlled) treated as a subsidiary in the latest financial statements of that person from time to time and disregarding, for the purposes of this definition, the fact that any shares in that entity may be held by way of security, that the beneficiary of the security (or its nominee) may be registered as a member of the relevant undertaking and/or that such beneficiary of the security (or its nominee) may be entitled to exercise voting powers and rights with respect to those charged shares (together "the Subsidiaries").</p> <p><u>Term Facility</u></p> <p>The term loan facility made available under the Facilities Agreement as described in sub-paragraph (a)(1) of Clause 2.1 of the Facilities Agreement.</p> <p><u>Transaction Security Document</u></p> <p>Each Existing Security Document and each of the documents listed as being a Transaction Security Document in paragraph 2(e) of Part 1 of Schedule 2 to the Facilities Agreement, any document required to be delivered to the Lender under paragraph 12 of Part 2 of Schedule 2 to the Facilities Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents</p> <p><u>Utilisation Request</u></p> <p>A notice substantially in the relevant form set out in Schedule 3 to the Facilities Agreement.</p>	

MG01 - continuation page

Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="309 353 1514 416">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="309 416 1514 470"><u>Continuation Sheet 6</u></p> <p data-bbox="309 470 1514 524">Roxburghe Hotel (the "Roxburghe Property")</p> <p data-bbox="309 524 1514 1868">ALL and WHOLE that area of ground lying on the east side of Charlotte Square and on the south side of George Street, Edinburgh in the County of Midlothian (formerly the County of Edinburgh) comprising numbers 35, 36, 37, 38 and 39 Charlotte Square and numbers 134, 136 and 138 George Street, Edinburgh and forming the subjects known as the Roxburghe Hotel being the subjects more particularly described in and disposed by (One) Disposition by Octavius Satchell and others as Trustees for the firm of W. Turner Lord & Company with consent thereinmentioned in favour of Roxburghe Hotel Limited dated Ninth and recorded in the Division of the General Register of Sasines applicable to the County of Edinburgh (now Midlothian) on Sixteenth, both days of May, Nineteen hundred and thirty two; (Two) Disposition by Octavius Satchell and others as Trustees for the firm of W. Turner Lord and Company with consent thereinmentioned in favour of the said Roxburghe Hotel Limited dated Seventeenth, Eighteenth and Nineteenth April and recorded in the said Division of the General Register of Sasines on Eighteenth May, all in the year Nineteen hundred and twenty two; (Three) Disposition by Mrs Jeanie Mackie or Skinner as Trustee thereinmentioned and as an individual with consent thereinmentioned in favour of the said Roxburghe Hotel Limited dated Twelfth and Thirteenth and recorded in the said Division of the General Register of Sasines on Eighteenth, all days of May, Nineteen hundred and fourteen; (Four) Disposition by the Trustees of the late James Wilson in favour of the Ocean Accident and Guarantee Corporation Limited dated Ninth and recorded in the said Division of the General Register of Sasines on Eighteenth, both days of May, Nineteen hundred and twenty one (but only in respect of the subject described (First) and (Second) therein; (Five) Disposition by General Accident Fire and Life Assurance Corporation Limited in favour of the said Roxburghe Hotel Limited dated Twenty third and recorded in the said Division of the General Register of Sasines on Twenty eight, both days of September, Nineteen hundred and thirty five, (Six) Disposition by General Accident Fire and Life Assurance Corporation Limited in favour of the said Roxburghe Hotel Limited dated Sixteenth and recorded in the said Division of the General Register of Sasines on Twenty sixth, both days of May, Nineteen hundred and sixty two; and (Seven) Disposition by General Accident Fire and Life Assurance Corporation Limited in favour of the said Roxburghe Hotel Limited dated Twenty third November and recorded in the said Division of the General Register of Sasines on Fourth December, both in the year Nineteen hundred and sixty seven (hereinafter referred to as "the Subjects"); Together with (One) the whole buildings and other erections thereon, (Two) the parts, privileges and pertinents effeiring thereto, (Three) the heritable goodwill of the licensed business carried on from the said subjects and (Four) the Owner's whole right, title and interest present and future in and to the said subjects;</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

Continuation Sheet 7

George Street (the "George Street Property")

ALL and WHOLE (In the First Place) ALL and WHOLE (Primo) the piece of ground lying on the south side of George Street, Edinburgh in the County of Midlothian described in Instrument of Sasine in favour of Sir William Maxwell, Baronet dated Twenty eight May and recorded in the New Particular Register of Sasines et cetera for the Sheriffdom of Edinburgh et cetera on Eighteenth June, both months in the year Seventeen hundred and Ninety nine and (Secundo) the piece of ground lying on the south side of George Street, aforesaid as also those subjects formerly comprising a coach house with hay loft and pigeon house above the same (all subsequently converted in to a workshop) and solum thereof lying in the County aforesaid, being the subjects "First" and "Secondly" described in the Instrument of Sasine in favour of Sir John Hall, Baronet dated Second and recorded in the said New Particular Register of Sasine et cetera on Twelfth both days of June Eighteen hundred and Thirty five; TOGETHER WITH the whole buildings and other erections situated on the said subjects (Primo) and (Secundo); Which whole subjects and others are the whole subjects and others situated at George Street and Rose Street North Lane (otherwise North West Rose Street Lane), Edinburgh in the County aforesaid otherwise described in and disposed by Disposition by The Leith Heritages Company Limited and others in favour of William Orr dated Tenth and Twelfth and recorded in the said Division of the General Register of Sasines for the County of Edinburgh (now Midlothian) on Seventeenth, all days of July Nineteen hundred and Nineteen and which whole subjects are now or were sometimes known as One hundred and thirty, One hundred and Thirty A and One hundred and Thirty two George Street, Edinburgh and numbers One hundred and Thirty, One hundred and Thirty two, One hundred and Thirty four, One hundred and Thirty six and One hundred and Thirty seven Rose Street North Lane, Edinburgh and are shown delineated in red on the plan annexed and subscribed as relative hereto; And (In the Second Place) ALL and WHOLE the cellar under the pavement in George Street, Edinburgh forming party of One hundred and Thirty four George Street, Edinburgh in the County aforesaid, the said cellar being the subjects more particularly described in and shown delineated and coloured pink on the plan annexed and executed as relative to Disposition by General Accident Fire and Life Assurance Corporation Limited in favour of South of Scotland Electricity Board dated Seventeenth and recorded in the Division of the General Register of Sasines for the County of Midlothian on Twenty second both days of October Nineteen hundred and Sixty three, TOGETHER ALSO WITH (One) the heritable fittings and fixtures therein and thereon (Two) the whole mines, metals second both days of October Nineteen hundred and Sixty three; TOGETHER ALSO WITH (One) the heritable fittings and fixtures therein and thereon (Two) the whole mines, metals and minerals within and under the said subjects in so far as we have right thereto (Three) free access and egress thereto and therefrom (Four) the parts, privileges and pertinents thereof and (Five) the whole right, title and interest, present and future, therein and thereto.

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

Continuation Sheet 8

Charlotte Square (the "Charlotte Square Property")

ALL and WHOLE (First) ALL and WHOLE the subjects now known as Number Thirty four Charlotte Square, Edinburgh and (including the subjects formerly numbered One hundred and Forty Rose Street Lane (North), Edinburgh) together with the right of common property in Charlotte Square gardens and the whole other rights, parts, privileges and pertinents effeiring to the said subjects, being the subjects in the City of Edinburgh and County of Midlothian particularly described in the Instrument of Sasine in favour of Sir Gilbert Stirling dated Thirteenth and recorded in the Particular Register of Sasines, reversions etcetera within the Sheriffdoms of Edinburgh, Haddington, Linlithgow and Bathgate on Seventeenth, both days of December Eighteen hundred and ten; (Second) ALL and WHOLE the subject now known as Number Thirty three Charlotte Square, Edinburgh together with the right of common property in Charlotte Square gardens and the whole other rights, parts, privileges and pertinents effeiring to the said subjects, being the subjects in the City and County aforesaid, particularly described in Instrument of Sasine in favour of Doctor Thomas Charles Hope dated Twentieth and recorded in the said Particular Register of Sasines, reversions etcetera on Twenty second, both days of March, Eighteen hundred and Nine, and the subjects (First) and (Second) hereby described include (One) the whole building and other erections thereon; (Two) the whole fittings and fixtures in and upon the same; and (Three) the Owner's whole right, title and interest, present and future in and to the said subjects; and (Third) ALL and WHOLE the area of ground situated in Rose Street Lane North, Edinburgh bounded on the north and west by subjects presently known as The Roxburghe Hotel, Edinburgh; on the east by Rose Street Lane North, aforesaid, and on the south by the subjects (First) hereinbefore described, being the subjects described (Third) in Disposition by the Derbyshire County Council in favour of Cairn Hotels Limited dated Second and recorded in the General Register of Sasines for the County of Midlothian on Eight, both days of October, Nineteen hundred and Ninety six.

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

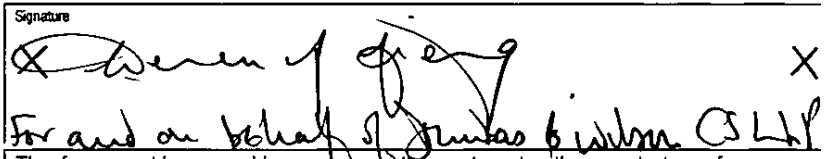
✗ What this form is NOT for

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

1 Company details		For official use
Company number	0 2 9 7 1 2 1 5	Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Paragon Hotels Limited	

2 Date charge presented		1. As described on form MG01 'Particulars of a mortgage or charge' 2. Please tick as appropriate
Date of, and parties to, the charge	It is hereby certified that the charge i) Standard Security by Paragon Hotels Limited in favour of Bank of Scotland plc (Corporate Division) dated 12 May 2011 was presented for registration on d 1 9 m 0 5 y 2 0 y 1 1	
Jurisdiction	in 2) <input checked="" type="checkbox"/> Scotland <input type="checkbox"/> England and Wales <input type="checkbox"/> Northern Ireland	

3 Signature	
Please sign the form here	
Signature	Signature  For and on behalf of James B. Wilson OLF 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	Lisa Torrance					
Company name	Dundas & Wilson CS LLP					
Address	Saltire Court					
	20 Castle Terrace					
	Edinburgh					
Post town						
County/Region						
Postcode	E	H	1	2	E	N
Country						
DX						
Telephone	0131 228 8000					

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

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

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 MORTGAGE OR CHARGE**

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

COMPANY NO. 2971215

CHARGE NO. 10

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A STANDARD SECURITY EXECUTED
ON 12 MAY 2011 WHICH WAS PRESENTED FOR REGISTRATION
IN SCOTLAND ON 19 MAY 2011 AND CREATED BY PARAGON
HOTELS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH CHARGOR TO BANK OF SCOTLAND
PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF
THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 26
MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 JUNE 2011

8



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES