

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 for**

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

THURSDAY



LD5

\*LQRHEILO\*

25/03/2010

COMPANIES HOUSE

272

1

**Company details**

Company number

0 4 2 7 7 3 5 0

Company name in full

Jarvis Hotels Watford Limited (the "Company")

2

**Filling 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 d5 m0 m3 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

Fixed and floating security document (the "**Debenture**") dated 15 March 2010 between, amongst others, the Company and The Royal Bank of Scotland plc (the "**Security Trustee**", which expression includes its successors in title, permitted assigns and permitted transferees, as security trustee for the benefit of the Secured Parties)

4

**Amount secured**

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

Amount secured

The "**Liabilities**", which are defined in the Debenture as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Company 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

**Continuation page**

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

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## 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

#### Continuation page

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

Name

The Royal Bank of Scotland plc

Address

7th Floor, 135 Bishopsgate, London

Postcode

E C 2 M 3 U R

Name

Address

Postcode

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

Please give the short particulars of the property mortgaged or charged

#### Continuation page

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

Short particulars

PLEASE SEE ATTACHED CONTINUATION PAGES

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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><b>Jarvis Hotels Watford Limited - 04277350</b> <span style="float: right;">Continuation page</span></p> <p><b>1 Fixed Charges</b></p> <p><b>1.1</b> The Company, with full title guarantee and as security for the payment of all Liabilities (whether of the Company or any other Chargor), charged in favour of the Security Trustee (as trustee for the Secured Parties)</p> <ul style="list-style-type: none"> <li>(i) by way of second legal mortgage, all Real Property in England and Wales now belonging to it,</li> <li>(ii) by way of second fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future, and</li> <li>(iii) by way of second fixed charge, all its present and future <ul style="list-style-type: none"> <li>(A) Book Debts,</li> <li>(B) Rental Income,</li> <li>(C) Bank Accounts,</li> <li>(D) Investments (including, but not limited to, the shares described in Schedule 3 (<i>Investments</i>) of the Debenture),</li> <li>(E) uncalled capital and goodwill,</li> <li>(F) Intellectual Property,</li> <li>(G) beneficial interest in any pension fund,</li> <li>(H) plant and machinery (except that mortgaged or charged by paragraph (i) or (ii) above),</li> <li>(I) rights under any contract or other document relating to or in any way connected with the appointment of any managing agent of any Real Property,</li> <li>(J) rights under any agreement relating to the purchase of Real Property,</li> <li>(K) rights under any agreement for the sale of any Charged Asset,</li> <li>(L) benefit of all present and future Authorisations held in connection with its business or the use of any Charged Asset specified in any other subparagraph of clause 3 (<i>Fixed Charges</i>) of the Debenture and the right to recover and receive all compensation which may be payable in respect of them,</li> </ul> </li> </ul>	

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6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p><b>Jarvis Hotels Watford Limited - 04277350</b> <span style="float: right;">Continuation page</span></p> <p>(M) interest in the benefit of all guarantees, warranties and representations given or made by any manufacturers, suppliers and installers of any plant, machinery, equipment, fixtures and fittings now or in future on the Real Property and/or by any other person under contract with or under a duty to the Company in respect of them,</p> <p>(N) future easements and other rights at any time vested in, or conferred on, the Company in connection with or otherwise for the benefit of the Charged Assets,</p> <p>(O) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits,</p> <p>(P) all rights under Hedging Documents, and</p> <p>(Q) all rights under each Lease Document</p> <p><b>2 Floating Charge</b></p> <p>The Company, with full title guarantee and as security for the payment of all Liabilities (whether of the Company or any other Chargor), charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of second floating charge its undertaking and all its assets, both present and future</p> <p><b>Note (1): In this Form, except to the extent the context requires otherwise:</b></p> <p>A reference in the Debenture to a Charge of any freehold or leasehold property includes</p> <ul style="list-style-type: none"> <li>(a) all buildings and Fixtures on that property,</li> <li>(b) the proceeds of sale of any part of that property, and</li> <li>(c) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property or any moneys paid or payable in respect of those covenants</li> </ul> <p><b>(1) Unless a contrary indication appears, any reference to</b></p> <p>(i) any "<b>Hedging Bank</b>", any "<b>Obligor</b>", any "<b>Party</b>", any "<b>Secured Party</b>", the "<b>Security Trustee</b>", the "<b>Senior Agent</b>", any "<b>Senior Finance Party</b>" or any "<b>Senior Lender</b>" shall be construed so as to include its successors in title, and permitted assigns and transferees permitted under the Intecreditor Agreement,</p>	

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**Particulars of a mortgage or charge**

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>																											
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Short particulars	<p><b>Jarvis Hotels Watford Limited - 04277350</b> <span style="float: right;">Continuation page</span></p> <p>(ii) <b>"assets"</b> includes present and future properties, revenues and rights of every description,</p> <p>(iii) a <b>"Finance Document"</b>, <b>"Hedging Document"</b>, <b>"Senior Finance Document"</b> or any other agreement or instrument is a reference to that document or other agreement or instrument as amended or novated but excluding any amendment or novation contrary to the Intercreditor Agreement,</p> <p>(iv) a <b>"person"</b> includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing,</p> <p>(v) <b>"shares"</b> or <b>"share capital"</b> include equivalent ownership interests (and <b>"shareholder"</b> and similar expressions shall be construed accordingly),</p> <p>(vi) a provision of law is a reference to that provision as amended or re-enacted, and</p> <p>(vii) a time of day is a reference to London time</p> <p>(viii) an event of default or potential event of default, however described, is "continuing" if it has not been remedied or waived in accordance with the terms of the relevant agreement</p> <p><b>(2)</b> In determining whether any Senior Debt or Hedging Debt has been irrevocably paid or discharged and no further such Debt is capable of becoming outstanding, the Security Trustee will disregard contingent liabilities (such as the risk of clawback from a preference claim) except to the extent that it believes there is a reasonable likelihood that those contingent liabilities will become actual liabilities</p> <p><b>"Additional Chorgor"</b> means all the companies listed below (which includes the Company)</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Name of Chorgor</th> <th style="text-align: left;">Registration number (or equivalent, if any)</th> </tr> </thead> <tbody> <tr> <td>Aberdeen Hotel Company Limited</td> <td>SC019384</td> </tr> <tr> <td>Jarvis Red Tin Shed Corporation Limited</td> <td>58715 and FC018077</td> </tr> <tr> <td>Jarvis Hotels Limited</td> <td>02486634</td> </tr> <tr> <td>Jarvis Hotels - Creating the Difference Limited</td> <td>02916253</td> </tr> <tr> <td>Jarvis Hotels - First Time Every Time Limited</td> <td>02916247</td> </tr> <tr> <td>Jarvis Hotels (Trustee) Limited</td> <td>02534144</td> </tr> <tr> <td>Jarvis Hospitality Services Limited</td> <td>00562310</td> </tr> <tr> <td>Jarvis Hotels Bolton Limited</td> <td>04250974</td> </tr> <tr> <td>Jarvis Hotels Bolton Nominee 1 Limited</td> <td>04250977</td> </tr> <tr> <td>Jarvis Hotels Bolton Nominee 2 Limited</td> <td>04277348</td> </tr> <tr> <td>Jarvis Hotels East Grinstead Limited</td> <td>04290029</td> </tr> <tr> <td>Jarvis Hotels East Grinstead Nominee 1 Limited</td> <td>04290027</td> </tr> </tbody> </table>		Name of Chorgor	Registration number (or equivalent, if any)	Aberdeen Hotel Company Limited	SC019384	Jarvis Red Tin Shed Corporation Limited	58715 and FC018077	Jarvis Hotels Limited	02486634	Jarvis Hotels - Creating the Difference Limited	02916253	Jarvis Hotels - First Time Every Time Limited	02916247	Jarvis Hotels (Trustee) Limited	02534144	Jarvis Hospitality Services Limited	00562310	Jarvis Hotels Bolton Limited	04250974	Jarvis Hotels Bolton Nominee 1 Limited	04250977	Jarvis Hotels Bolton Nominee 2 Limited	04277348	Jarvis Hotels East Grinstead Limited	04290029	Jarvis Hotels East Grinstead Nominee 1 Limited	04290027
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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### Jarvis Hotels Watford Limited - 04277350

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Name of Chargor	Registration number (or equivalent, if any)
Jarvis Hotels East Grinstead Nominee 2 Limited	04290017
Jarvis Hotels Gloucester Limited	04250802
Jarvis Hotels Gloucester Nominee 1 Limited	04250908
Jarvis Hotels Gloucester Nominee 2 Limited	04277355
Jarvis Hotels Kensington Limited	04277356
Jarvis Hotels Kensington Nominee 1 Limited	04251006
Jarvis Hotels Kensington Nominee 2 Limited	04277352
Jarvis Hotels Watford Limited	04277350
Jarvis Hotels Watford Nominee 1 Limited	04251165
Jarvis Hotels Watford Nominee 2 Limited	04277346

**"Additional Debt"** means, in relation to any Debt, any money, debt or liability due, owing or incurred under or in connection with

- (a) any refinancing, deferral or extension of that Debt,
- (b) any further advance which may be made under any document, agreement or instrument supplemental to any relevant Finance Document together with any related interest, fees and costs,
- (c) any claim for damages or restitution in the event of rescission of that Debt or otherwise in connection with any relevant Finance Document,
- (d) any claim against any Obligor flowing from any recovery by an Obligor or any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer of a payment or discharge in respect of that Debt on the grounds of preference or otherwise, and
- (e) any amount (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings

**"Affiliate"** has the meaning given to it in the Intercreditor Agreement

**"Agreement for Lease"** means an agreement to grant an Occupational Lease

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**"Ancillary Facility"** has the meaning given to it in the Intercreditor Agreement

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

**"Bank Accounts"** of a Chargor means the Prepayment Account, the Facility A Blocked Account, the Cash Collateral Account, the Capital Expenditure Account and all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of those accounts

**"Book Debts"** of a Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

**"Capital Expenditure Account"** means such account of each Original Chargor designated by the Senior Agent for the purposes set out in clause 21 2 (*Capital Expenditure and Maintenance*) of the Senior Facility Agreement

**"Cash Collateral Account"** means such account of each Original Chargor designated by the Senior Agent for the purposes set out in clause 21 (*Financial Covenants*) of the Senior Facility Agreement

**"Charged Assets"** means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

**"Charges"** means all or any of the Security created or expressed to be created by or pursuant to the Debenture

**"Chargor"** means an Original Chargor or an Additional Chargor

**"Debt"** has the meaning given to it in the Intercreditor Agreement

**"Facility A Blocked Account"** means such account of the Original Chargor designated by the Senior Agent for repayments in accordance with clause 7 1 (*Repayment of Facility A Loans*) of the Senior Facility Agreement

**"Finance Documents"** means the Senior Finance Documents and the Hedging Documents

**"Finance Party"** has the meaning given to it in the Senior Facility Agreement

**"Fixtures"** means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

**"Group"** means Kayterm Limited and its Subsidiaries from time to time

**"Hedging Bank"** means any Senior Lender or Affiliate of a Senior Lender which has become a Hedging Bank in accordance with clause 28 2 (*Accession of Hedging Banks*) or clause 28 3 (*Assignments and transfers by Hedging Banks*) of the Intercreditor Agreement, which in each case has not ceased to be a Hedging Bank in accordance with the Intercreditor Agreement

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Please give the short particulars of the property mortgaged or charged

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**"Hedging Debt"** means all present and future moneys, debts and liabilities due, owing or incurred by any Obligor to any Hedging Bank under or in connection with any Hedging 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

**"Hedging Document"** means each ISDA Master Agreement, ISDA Master Agreement schedule and/or ISDA Master Agreement confirm approved by the Security Trustee under clause 28.2 (*Accession of Hedging Banks*) of the Intercreditor Agreement

**"Hotel Property"** means a property listed in Schedule 4 (*The Hotel Properties*) of the Intercreditor Agreement, and any other present or future freehold, leasehold or heritable properties of an Obligor as substituted or acquired from time to time with the consent of the Majority Senior Lenders until the Senior Discharge Date or the Majority Bondholders, after the Senior Discharge Date

**"Insurances"** of a Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest

**"Intellectual Property"** of a Chargor means all patents, designs, copyrights, topographies, trade marks, trading names, rights in confidential information and know-how, and any other intellectual property, and any interest in any of the foregoing (in each case whether registered or unregistered and including any related licences and sub-licences of the same, applications and rights to apply for the same and wherever subsisting)

**"Intercreditor Agreement"** means the intercreditor agreement dated 11 December 2003 as amended and restated on 15 March 2010 between, amongst others, the Original Chargor, the Senior Agent and the Security Trustee

**"Investments"** of a Chargor means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
  - (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
  - (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
  - (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,
- in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest



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Short particulars	<p><b>Jarvis Hotels Watford Limited - 04277350</b> Continuation page</p> <p>"ISDA Master Agreement" has the meaning given to it in the Intercreditor Agreement</p> <p>"Lease Document" means</p> <ol style="list-style-type: none"> <li>1) an Agreement for Lease, or</li> <li>2) an Occupational Lease</li> </ol> <p>"Majority Bondholders" has the meaning given to it in the Intercreditor Agreement</p> <p>"Majority Senior Lenders" has the meaning given to it in the Intercreditor Agreement</p> <p>"New Senior Commitments" means any facility under which any credit exposure may arise (including any Ancillary Facility) provided by any Senior Finance Party (in its capacity as such) to a member of the Group on or after the date of the Intercreditor Agreement in addition to the facilities which the Senior Finance Parties may provide under the Senior Facility Agreement as at the date of the Intercreditor Agreement (but excluding any credit exposure in relation to any Hedging Document entered into after the date of the Intercreditor Agreement and any capitalised or rolled-up interest on Senior Debt)</p> <p>"Obligor" means Kayterm Limited, each Original Obligor, each Additional Borrower (as defined in the Senior Facility Agreement) and each Additional Guarantor (as defined in the Senior Facility Agreement)</p> <p>"Occupational Lease" means any occupational lease or licence or other right of occupation to which a Property may be subject from time to time</p> <p>"Original Chargor" means Kayterm Limited</p> <p>"Original Obligor" means an Original Borrower (as defined in the Senior Facility Agreement) or an Original Guarantor (as defined in the Senior Facility Agreement).</p> <p>"Prepayment Account" means such account of each Original Chargor with the Senior Agent as the Senior Agent may designate for prepayment in accordance with Clause 8.7 (<i>Prepayment Account</i>) of the Senior Facility Agreement</p> <p>"Property" means a Hotel Property, any property more particularly described in the relevant Security Document and any other present or future freehold, heritable or leasehold property in which a Chargor has an interest</p> <p>"Real Property" means freehold and leasehold property in England and Wales (including, but not limited to, each Property) and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)</p> <p>"Rental Income" means the aggregate of all amounts payable to or for the benefit or account of an Obligor arising from or in connection with the letting, use or occupation of a Property (or any part of a Property), including (without limitation and without double counting)</p>

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Please give the short particulars of the property mortgaged or charged

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- (a) rents, licence fees and equivalent sums reserved or made payable,
  - (b) sums received from any deposit held as security for the performance of any tenant's obligations to the extent held on trust for that tenant,
  - (c) any premium paid on the amount of any Occupational Lease,
  - (d) any other moneys payable in respect of use and/or occupation,
  - (e) proceeds of insurance in respect of loss of rent,
  - (f) receipts from or the value of consideration given for the surrender or variation of any letting,
  - (g) proceeds paid by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance and repair of, and the payment of insurance premiums for, a Property,
  - (h) proceeds paid for a breach of covenant under any Occupational Lease and for expenses incurred in relation to any such breach,
  - (i) any contribution to a sinking fund paid by an occupational tenant,
  - (j) payments from a guarantor in respect of any of the items listed in this definition,
  - (k) interest, damages or compensation in respect of any of the items in this definition, and
  - (l) any value added tax on any sum mentioned in this definition
- "Secured Party"** means a Senior Finance Party or a Hedging Bank and **"Secured Parties"** means all of them
- "Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having the effect of conferring security
- "Security Documents"** means
- (a) a first fixed and floating security document (English law) over all the present and future assets of Kayterm Limited, duly executed by the parties to it,
  - (b) a second fixed and floating security document (English law) over all the present and future assets of Kayterm Limited, duly executed by the parties to it,
  - (c) any
    - (i) accession deed to the document specified in (a) above in respect of each Obligor,
    - (ii) first fixed and floating security document (English law) over all the present and future assets of each Obligor (or equivalent documentation (in the opinion of the Security Trustee for any other applicable jurisdiction), and/or

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Short particulars	<p><b>Jarvis Hotels Watford Limited - 04277350</b> Continuation page</p> <p>(iii) Standard Security or Standard Securities (Scots law) covering all the heritable and leasehold property of an Obligor that is located in Scotland ("<b>Standard Securities</b>"),</p> <p>(d) notices of charge or assignment of assigned contracts signed by Kayterm Limited and an acknowledgement of each such notice signed by the person to whom that notice was addressed, all as required by the relevant Security Document, and any other security document that may at any time be given as security for any of the Debt pursuant to or in connection with any Finance Document</p> <p>"<b>Senior Agent</b>" means The Royal Bank of Scotland plc as agent of the other Senior Finance Parties and the Hedging Banks</p> <p>"<b>Senior Debt</b>" means all present and future moneys, debts and liabilities due, owing or incurred by any Obligor to any Senior Finance 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 but excluding any Hedging Debt</p> <p>"<b>Senior Discharge Date</b>" has the meaning given to it in the Intercreditor Agreement</p> <p>"<b>Senior Facility Agreement</b>" means the facility agreement originally dated 11 December 2003, as amended on 26 January 2004, as further amended on 24 January 2006, as further amended on 14 August 2006, as further amended and restated on 3 May 2007, as further amended on 25 July 2008, as further amended and restated on 1 July 2009, as further amended on 21 October 2009 and as further amended and restated on 15 March 2010 between, amongst others, the Original Chargor as borrower and guarantor and the Senior Finance Parties</p> <p>"<b>Senior Finance Documents</b>" means the Finance Documents (as defined in the Senior Facility Agreement) and any other document documenting New Senior Commitments</p> <p>"<b>Senior Finance Party</b>" means the Finance Parties as defined in the Senior Facility Agreement</p> <p>"<b>Senior Lender</b>" has the meaning given to it in the Intercreditor Agreement</p> <p>"<b>Subsidiary</b>" has the meaning given to it in the Intercreditor Agreement</p>	

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Short particulars	<p><b>Jarvis Hotels Watford Limited - 04277350</b></p> <p><b>Note (2): The Debenture provides that:</b></p> <p><b>1 Security:</b> The Company shall not create or permit to subsist any Security over the Charged Assets, nor do anything else prohibited by clause 22 6 (<i>Negative pledge</i>) of the Senior Facility Agreement, except as permitted by that clause</p> <p><b>2 Disposal</b> The Company shall not (nor shall the Company agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of the Charged Assets except as permitted by clause 22 7 (<i>Disposals</i>) of the Senior Facility Agreement</p> <p><b>3 Conversion by notice</b> The Security Trustee may convert any floating Charge into a fixed Charge (either generally or specifically) by notice to the Company specifying the relevant Charged Assets</p> <p>(a) if it considers that such Charged Assets are in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, and/or</p> <p>(b) while an Enforcement Event is continuing</p> <p><b>4 Automatic conversion:</b> If</p> <p>(a) the Company takes any step to create any Security in breach of paragraph 1 (<i>Security</i>) above over any of the Charged Assets not subject to a fixed Charge, or</p> <p>(b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,</p> <p>the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge</p> <p>For the purposes of this Note (2)</p> <p><b>"Change of Control"</b> has the meaning given to it in the Senior Facility Agreement</p> <p><b>"Enforcement Event"</b> means</p> <p>(a) any corporate action, legal proceedings or other procedure or step is taken in relation to the administration of any Chargor, including the Company,</p> <p>(b) a Change of Control occurs pursuant to paragraph (a) of clause 8 2 (<i>Change of Control, External Refinancing, Listing and Sale</i>) of the Senior Facility Agreement, or</p> <p>(c) an Event of Default</p> <p><b>"Event of Default"</b> means an event of default as described in clause 24 (<i>Events of Default</i>) of the Senior Facility Agreement</p>	Continuation page

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## 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

Nil

### 8 Delivery of instrument

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

### 9 Signature

Please sign the form here

Signature

Signature

X *Linklaters LLP*

X

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 Nicholas Andrew Sabet Zaklama

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region

Postcode E C 2 Y 8 H Q

Country United Kingdom

DX 10 Chancery Lane

Telephone 020 7456 2000



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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. 4277350  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY  
DOCUMENT DATED 15 MARCH 2010 AND CREATED BY JARVIS  
HOTELS WATFORD LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE COMPANY 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 25 MARCH 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 MARCH 2010



*Companies House*  
— for the record —

LC/DJ



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES