

MR01

Particulars of a charge



A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form M...

For further information, please
refer to our guidance at
www.companieshouse.gov.uk
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form, scanned and placed on the public record. **Do not send the original.**



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24/09/2014

#162

COMPANIES HOUSE

WEDNESDAY

1 Company details

Company number 09173889

Company name in full HOTEL COLLECTION HOTEL NO 2 LIMITED

For official use 2

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 01/09/2014

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name LSREF III WIGHT LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

ALL AND WHOLE THE SUBJECTS KNOWN AS THE CARLTON HOTEL, EDINBURGH IN THE COUNTY OF MIDLOTHIAN, AS MORE FULLY DESCRIBED IN THE INSTRUMENT

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Matthew Hogg, Partner Forlinster Moon LLP* X

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

MR01**Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name **Greg Dingwall**

Company name **Pinsent Masons LLP**

Address **141 Bothwell Street**

Post town **Glasgow**

County/Region

Postcode **G 2 7 E Q**

Country

DX **DX GW 135 GLASGOW**

Telephone **+44 (0) 141 567 8400**

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

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

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9173889

Charge code: 0917 3889 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th September 2014 and created by HOTEL COLLECTION HOTEL NO. 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th September 2014

12/2

Given at Companies House, Cardiff on 26th September 2014



Companies House





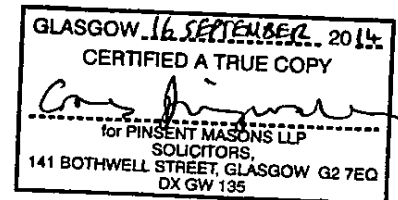
STANDARD SECURITY

by

HOTEL COLLECTION HOTEL NO. 2 LIMITED

in favour of

LSREF III WIGHT LIMITED



Subjects: Carlton Hotel, North Bridge, Edinburgh

WE, **HOTEL COLLECTION HOTEL NO. 2 LIMITED**, incorporated in England under the Companies Acts (Company Number 09173889) and having our Registered Office at 17 Dominion Street, London, EC2M 2EF (the "**Chargor**") DO HEREBY in security of all present and future obligations and liabilities of

(A) **LSF IRISH HOLDINGS 53 LIMITED** a company organised and existing under the laws of the Republic of Ireland whose registered office is at 1st Floor, 25-28 Adelaide Road, Dublin 2, Ireland (registered number 542634) as Borrower under and as defined in the Facility Agreement among (1) LSF Irish Holdings 53 Limited (2) the various persons listed in Schedule 1 of the said Facility Agreement as Guarantors and (3) LSREF III Wight Limited as Lender, dated on or around the date of execution of this Standard Security (hereinafter referred to as the "**Facility Agreement**" which expression shall be deemed to include all amendments and variations of the same and supplements thereto from time to time), and

(B) the Chargor as Guarantor under the Facility Agreement,

to **LSREF III WIGHT LIMITED**, a company organised and existing under the laws of the Republic of Ireland whose registered office is at c/o 1st Floor, 25-28 Adelaide Road, Dublin 2, Ireland (registered number 538188) (hereinafter together with their successors, assignees and transferees being referred to as the "**Lender**") under the Facility Agreement and under the other Finance Documents (as defined in the Facility Agreement), and/or any deed or document supplemental thereto (whether actual, contingent, sole, joint and/or several or otherwise) including, without prejudice to the foregoing generality, all obligations to indemnify the Lender GRANT a Standard Security in favour of the Lender over ALL and WHOLE the subjects described in Part 1 of the Schedule annexed and executed as relative hereto (the "**Security Subjects**") DECLARING THAT -

- 1 Subject to paragraph 2 below, the whole terms, undertakings, obligations, powers, rights, provisions and others of and contained in the under the Facility Agreement and under the other Finance Documents (as defined in the Facility Agreement) are held to be incorporated in and shall be deemed to form part of this Standard Security *mutatis mutandis* and shall be in addition to the obligations, rights and others of the Chargor and the Lender in this Standard Security
- 2 The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended and as may be further amended from time to time) and any lawful variation thereof operative for the time being all as varied by paragraph 3 below (the "**Standard Conditions**") shall apply (save to the extent that (i) they are inconsistent with any terms and conditions of and contained in the Facility Agreement or any other relevant Finance Document (as defined in the Facility Agreement) (and if there is any such inconsistency the terms and conditions of and contained in the Facility Agreement or such other relevant Finance Document shall apply to the extent of that inconsistency (ii) they are prevented by law or (iii) such amendment would result in the security created by this Standard Security becoming void or unenforceable) and under declaration that the terms "**debtor**" and "**creditor**" in the Standard Conditions shall refer to the Chargor and the Lender respectively
- 3 Standard Condition 5(a) shall be amended so that the words "market value" shall be deleted and replaced with the words "reinstatement value"
- 4 The Schedule annexed to this Standard Security (the "**Schedule**") forms part of this Standard Security
- 5 This Standard Security shall be a continuing security for the liabilities and obligations secured hereby notwithstanding any intermediate payment or settlement of all or any part of such liabilities and obligations or other matter or thing whatsoever until the said liabilities and obligations have been discharged in full This Standard Security shall be in addition to and shall not either prejudice or be prejudiced by any other security, guarantee, right or remedy of whatever sort, held by or available to the Lender at any time for the said liabilities and obligations and will not be affected by the Lender at any time failing to enforce, releasing, or varying any such other security, guarantee, right or remedy
- 6 If the Lender receives notice that any security interest has been created over the Security Subjects which the Facility Agreement or any other of the Finance Documents (as defined in the Facility Agreement) does not permit to rank in priority to this Standard Security the Lender will (to the extent that it has not immediately done so) be treated as if it had immediately opened a new

account in the name of the Chargor and all payments received by the Lender from the Chargor will (notwithstanding any instructions from the Chargor to the contrary) be treated as if they had been credited to the new account and will not reduce the amount then due by the Chargor to the Lender

7 No failure or delay by the Lender in exercising any right or remedy under this Standard Security shall operate as a waiver, and no single or partial exercise shall prevent further exercise of any right or remedy

8 The Chargor shall pay to the Lender, upon demand, any -

(i) costs, charges, fees, premiums and expenses incurred from time to time by the Lender under the Standard Conditions (as varied by this Standard Security) and which are either repayable by the Chargor to the Lender under the said Standard Conditions (varied as aforesaid) or are incurred by the Lender in exercise of its powers under the said Standard Conditions (varied as aforesaid),

(ii) any costs, charges and expenses incurred by the Lender in connection with doing anything to protect its interest in this Standard Security or to obtain possession of, sell or deal with the Security Subjects, and

(iii) any charges and commission which the Lender may from time to time charge the Chargor in the ordinary course of the Lender's business in respect of the liabilities and obligations secured by this Standard Security or any service provided by the Lender to the Chargor,

(together the "**Costs**")

9 Without prejudice to any other remedy, security or lien available to the Lender from time to time in respect of repayment of the Costs, until any such Costs are repaid by the Chargor (and whether they are repaid after the Lender has demanded repayment of all or any part of the liabilities and obligations secured by this Standard Security or after the Lender has obtained any decree for repayment of all or any part of such liabilities and obligations), they will form part of the liabilities and obligations hereby secured, they will be secured by this Standard Security and interest (at the applicable rate payable from time to time under the Facility Agreement) will be payable upon them by the Chargor to the Lender

10 Any account or certificate signed by any signing official authorised by the Lender as to the amount of the obligations and liabilities secured hereby or any part of them shall, in the absence of manifest error, be conclusive and binding on the Chargor and the Chargor consents to the registration of this Standard Security and any such account or certificate for execution

11 Any agreements, undertakings and security given or implied by more than one person in or under the Standard Conditions or this Standard Security shall be assumed to have been given jointly and severally by all such persons

12 Without prejudice to the provisions regarding notices contained in the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended and as may be further amended from time to time), any notice or demand under this Standard Security or under the Standard Conditions -

12 1 must be in writing, and unless otherwise stated may be served by delivery to the party on whom it is desired to be served or by sending the same by registered or recorded delivery post to it at its last known address in the United Kingdom,

12 2 if served by post, shall be deemed to have been served on the next day after the day of posting and in proving service, it shall be sufficient to prove that the envelope containing the notice or demand was duly addressed to the Lender or the Chargor (as the case may be) in accordance with this Clause 12 and posted to the place to which it was so addressed

13 The Lender may at any time (without notice or consent) transfer to any other person (the "**transferee**") the benefit of this Standard Security and all or any of its rights and interest therein (either absolutely or in security) together with all or any of its rights in respect of the liabilities and obligations secured hereby The transferee may enforce this Standard Security in the same way

as if he had been a party to this Standard Security instead of the Lender. Where the Lender has transferred only part of its rights in respect of the said liabilities and obligations secured hereby, then this Standard Security shall be treated as if it had been given to the Lender as trustee for itself and such other person

14 This Standard Security shall be governed by, and construed in accordance with the law of Scotland and, for the benefit of the Lender, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts without prejudice to the ability of the Lender to proceed against the Chargor in any other appropriate jurisdiction

15 The Chargor grants warrandice

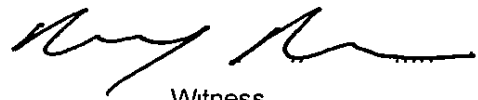
IN WITNESS WHEREOF these presents consisting of this and the preceding 2 pages together with the Schedule annexed are executed as follows -

They are signed for and on behalf of the Chargor

at LONDON
on 11 SEPTEMBER 2014
by PAUL NISBETT *
ATTORNEY



For and on behalf of the Chargor



Witness

before, as witness

Edward Rance **
Allen & Overy LLP
London EC1 GAD

* Here insert in block capitals name and capacity, ie Director or Secretary or Authorised Signatory or Attorney

** Here insert in block capitals full name and address of witness

This is the Schedule referred to in the foregoing Standard Security granted by Hotel Collection Hotel No. 2 Limited in favour of LSREF III Wight Limited in respect of Carlton Hotel, North Bridge, Edinburgh

SCHEDULE

ALL and WHOLE the subjects known as the Carlton Hotel, Edinburgh in the County of Midlothian comprising (First) those subjects in the said County more particularly described in, disposed by and shown coloured red on the plan annexed and signed as relative to Disposition by the Lord Provost, Magistrates and Council of the City of Edinburgh in favour of The Commercial Bank of Scotland Limited dated 2 June and recorded in the Division of the General Register of Sasines for the County of Edinburgh (now Midlothian) and registered in the Books of Council and Session on 5 October 1898 and (Second) those subjects in the said County more particularly described in, disposed by and shown coloured pink on the plan annexed to Disposition by the Lord Provost, Magistrates and Council of the City of Edinburgh in favour of John White dated 9 May and recorded in the Burgh Register of Sasines for Edinburgh on 15 May and registered in the Books of Council and Session on 12 June all 1899 UNDER EXCEPTION of the excepted subjects now known as 31 North Bridge (formerly North Bridge Street), Edinburgh in the said County comprising ground floor, basement and *solum* described as excepted subjects in Disposition by The Commercial Bank of Scotland Limited in favour of Patrick Thomson Limited dated 13 and recorded in the said Burgh Register of Sasines on 15, both May 1918 ("**31 North Bridge**"), (the subjects (First) and (Second) hereinbefore described under exception of 31 North Bridge being hereinafter referred to as the "**Whole Subjects**") FURTHER EXCEPTING from the Whole Subjects ALL and WHOLE those parts of the Whole Subjects on the ground floor and first basement floor comprising the Shop Units numbered 1, 2, 3, 4, 5, 7, 8, 9, 10 and 11 and shown coloured purple on the plans of the ground and first basement floors of the Whole Subjects annexed and executed as relative to the Supplementary Deed of Declaration of Conditions by House of Fraser (Stores) Limited dated 2 and recorded in the said Division of the General Register of Sasines on 13, both August 1985 and shown similarly numbered and delineated in red on the plans marked "Ground Floor Level" and "First Basement Level" annexed and executed as relative to Disposition by Harrods Holdings plc with consent of Carlton Hotel (Edinburgh) Limited in favour of The Scottish Metropolitan Property plc dated 16 and recorded in the said Division of the General Register of Sasines on 19, both May 1994 including the whole shop fronts of the said Shop Units and one half (to the centre line) of all internal walls and floors/ceilings in either case separating the said Shop Units from the adjoining parts of the Whole Subjects and the rights common, mutual and sole effeiring to the said Shop Units as the same are more fully set forth in the Deed of Declaration of Conditions by House of Fraser (Stores) Limited dated 30 September and recorded in the said Division of the General Register of Sasines on 7 October 1983 as amended by the said Supplementary Deed of Declaration of Conditions, Together with (by way of inclusion and not exception) the whole heritable fixtures and fittings in and on the subjects hereinbefore described, the parts, privileges and pertinents thereof and the rights, common, mutual and sole effeiring thereto



For and on behalf of the Chargor