

MR01

Particulars of a charge



Companies House

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 MR08

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

This form must be delivered to the Registrar for registration
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

WEDNESDAY



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SCT

12/08/2015

#310

COMPANIES HOUSE

For official use

1 Company details

Company number 0 9 1 7 3 8 8 9

Company name in full HOTEL COLLECTION HOTEL NO 2 LIMITED

☒ **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 0 7 0 8 2 0 1 5

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 CITICORP TRUSTEE COMPANY LIMITED as Security Trustee

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

Security over ALL and WHOLE the subjects known as Carlton Hotel, 19 North Bridge, Edinburgh EH1 SD being ALL and WHOLE the subjects registered in the Land Register of Scotland under Title Number MID155681

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  X

Partner for and on behalf of Mackintosh LLP

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

MRO1

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 **REBECCA POLLINGTON**

Company name **MACROBERTS LLP**

Address **EXCEL HOUSE**

30 SEMPLE STREET

Post town **EDINBURGH**

County/Region

Postcode

E	H	3		8	B	L	
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Country

DX

Telephone **0131 229 5046**



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9173889

Charge code: 0917 3889 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th August 2015 and created by HOTEL COLLECTION HOTEL NO 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th August 2015.

Given at Companies House, Cardiff on 17th August 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

STANDARD SECURITY

by

HOTEL COLLECTION HOTEL NO. 2 LIMITED

in favour of

CITICORP TRUSTEE COMPANY LIMITED
as Security Trustee

Carlton Hotel, 19 North Bridge, Edinburgh
Title Number: MID155681

DUNDEE 7/8 2015
CERTIFIED A TRUE COPY

macROBERTS

DUNDEE fMelville

macROBERTS

STANDARD SECURITY

By

HOTEL COLLECTION HOTEL NO. 2 LIMITED, incorporated under the Companies Acts (Registered Number 09173889) and having their registered office at 17 Dominion Street, London EC2M 2EF (hereinafter called the "**Chargor**"),

in favour of

CITICORP TRUSTEE COMPANY LIMITED, incorporated under the Companies Acts (Registered Number 00235914) and having their registered office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB as trustee for each of the Secured Parties pursuant to the terms of the Facilities Agreement as defined below (the "**Security Trustee**" which expression shall include any person for the time being appointed as Security Trustee or as an additional Security Trustee for the purposes of, and in accordance with, the Facilities Agreement)

WHEREAS:

- A Pursuant to the terms of a facilities agreement dated 26 February 2014 as supplemented by a supplemental agreement dated 15 May 2014 and as amended and restated on 18 June 2015, between inter alios the Borrower, the Arrangers, the Agent, the Security Trustee and the Lenders (each as defined in that agreement as amended, varied, novated or supplemented from time to time, being the "**Facilities Agreement**") to which we, the Chargor, have acceded as Guarantor by an accession letter dated on or around the date hereof (i) the Lenders have agreed to make available to the Borrower certain loan facilities and (ii) the Security Trustee has agreed, *inter alia*, to hold on trust the Transaction Security for the Finance Parties (each term as defined in the Facilities Agreement),
- B In security for the payment, discharge and satisfaction of the Secured Obligations (as defined below) the Chargor has entered into a security agreement dated on or around the date hereof (as the same may be amended, varied, novated or supplemented in any way from time to time being, the "**Security Agreement**") with the Security Trustee (the Security Agreement together with the Facilities Agreement being hereinafter referred to as the "**Documents**"),
- C In accordance with the terms of the Documents the Chargor has agreed to grant this Standard Security, and
- D This Standard Security is a Finance Document

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Standard Security

"**Administration Event**" shall have the meaning ascribed to it in the Security Agreement,

"**Delegate**" shall have the meaning ascribed to it in the Facilities Agreement,

"**Event of Default**" shall have the meaning ascribed to it in the Facilities Agreement,

"**Finance Documents**" shall have the meaning ascribed to it in the Facilities Agreement,

"**Leases**" means each lease of the Security Subjects as the same are described in the Schedule and as the same may be amended, supplemented or varied in any way from time to time,

"**Receiver**" shall have the meaning ascribed to it in the Facilities Agreement,

"**Schedule**" means the schedule annexed and executed as relative to this Standard Security,

"**Secured Obligations**" shall have the meaning ascribed to it in the Facilities Agreement,

"Secured Parties" means the Security Trustee, any Receiver or Delegate, the Agent, the Special Advisor and each of the Arrangers and the Lenders

"Security" shall have the meaning ascribed to it in the Facilities Agreement,

"Security Subjects" means ALL and WHOLE the subjects known as Carlton Hotel, 19 North Bridge, Edinburgh EH1 SD being ALL and WHOLE the subjects registered in the Land Register of Scotland under Title Number MID155681,

"Special Advisor" shall have the meaning ascribed to it in the Facilities Agreement, and

"Standard Conditions" means the standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended, and any lawful variation thereof operative for the time being

1 2 Construction

1 2 1 Words and expressions defined in the Documents shall, unless otherwise defined herein (or the context otherwise requires), have the same meanings in this Standard Security (including the recitals hereto) and the principles of construction set out in the Facilities Agreement shall apply hereto

1 2 2 In acting hereunder, the Security Trustee does so in accordance with its terms of appointment under the Facilities Agreement and is entitled to the protections set out therein. In the event of any conflict or inconsistency between the terms of this Standard Security and the Facilities Agreement with regard to the rights, powers, discretions or obligations of the Security Trustee, the terms of the Facilities Agreement will prevail

2. UNDERTAKING TO PAY

The Chargor undertakes to the Security Trustee (as trustee for the Secured Parties) that it shall, on demand of the Security Trustee pay, discharge and satisfy the Secured Obligations in accordance with their respective terms and to indemnify the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms (which indemnified sums shall be treated as Secured Obligations for the purposes of this Standard Security)

3. STANDARD SECURITY

As continuing security for the payment, discharge and satisfaction of all the Secured Obligations the Chargor hereby GRANTS a standard security in favour of the Security Trustee over the Security Subjects

4. STANDARD CONDITIONS

The Standard Conditions shall apply and the Chargor agrees that the Standard Conditions shall be varied in so far as lawful and applicable by the provisions of the Documents to the effect that in so far as the provisions of the Documents extend, add to, depart from or conflict with the Standard Conditions or there is any inconsistency between the Standard Conditions and the applicable provisions of the Documents, the applicable provisions of the Documents shall prevail

5. ENFORCEMENT

5 1 On and at any time after the occurrence of:

- (a) an Event of Default (as long as it is continuing), or
- (b) an Administration Event, or
- (c) a request from the Chargor to the Security Trustee that it exercise any of its powers under this Standard Security,

this Standard Security is immediately enforceable and the Security Trustee may, in its absolute discretion enforce all or any part of the Security constituted by this Standard Security at the times, in the manner and on the terms it thinks fit

5 2 Upon the occurrence of an event described in Clause 5 1 above, the Chargor shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions whereupon, and without prejudice to all other rights and powers of the Security Trustee or otherwise, the Security Trustee shall be entitled (but shall not be obliged) to enter into possession of the Security Subjects and shall be able to take warrant of summary ejection against us, the Chargor, for the purposes of obtaining such possession

6. INCORPORATION OF DOCUMENTS

In so far as applicable and permitted by law, the whole terms, undertakings, obligations, powers, rights and provisions of and contained in the Documents (in so far as they relate to the Security Subjects) shall be deemed to form part of this Standard Security and incorporated herein *mutatis mutandis* but so that each reference therein to the Security Assets, the "assets" or a Property (as the context so requires) shall be read as a reference to the Security Subjects and shall be in addition to the obligations of the Chargor specified herein. In the event of and to the extent of any conflict between the terms of the Documents and the terms of this Standard Security, the terms of the Documents shall prevail

7. SUBSEQUENT SECURITY

If the Security Trustee acting in its capacity as trustee or otherwise or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security, assignation or transfer affecting all the Security Subjects or any part of the Security Subjects which is prohibited by the terms of any Finance Document, all payments thereafter by or on behalf of the Chargor to the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties will (in the absence of any express contrary appropriation by the Chargor) be credited or treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received

8. CONTINUING SECURITY

8 1 The Security created by or pursuant to this Standard Security shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Trustee in the manner prescribed under Scots law.

8 2 No part of the Security from time to time intended to be constituted by this Standard Security will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations

9 GOVERNING LAW AND JURISDICTION

This Standard Security, its interpretation and any non-contractual obligations arising from or in connection with it shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Security Trustee, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Security Trustee to proceed against the Chargor in any other appropriate jurisdiction

10. WARRANTICE AND CONSENT TO REGISTRATION

The Chargor grants warrantice but excepting therefrom the Leases but without prejudice to the right of the Security Trustee to quarrel or impugn the same on any ground of law not inferring warrantice against the Chargor and consents to registration hereof for preservation and execution IN WITNESS WHEREOF these presents consisting of this and the three preceding pages together with the Schedule signed as relative hereto are executed as follows

SUBSCRIBED for and on behalf of the said
HOTEL COLLECTION HOTEL NO. 2 LIMITED

at ALLEN & OVERY LLP

on 24 JULY 2015


by GRANT HEARN

in the presence of

Witness

Full Name

Address


SOPHIE SMALL

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com



Director/Authorised Signatory

Delivered on July 2015

This is the Schedule referred to in the foregoing Standard Security by Hotel Collection Hotel No. 2 Limited in favour of Citicorp Trustee Company Limited as Security Trustee

The Leases

- 1 Lease between House of Fraser Limited and South of Scotland Electricity Board Dated 10 and 20 September 1956 Not registered
- 2 Agreement between Carlton Hotel (Edinburgh) Limited and Hutchison 3G UK Limited dated 19 June and 16 July 2002 and registered in the Books of Council and Session on 31 July 2002


Director/Authorised Signatory