

MG01s

Particulars of a charge created by a company registered in Scotland



197160/E13

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 charge created by a
Scottish company.



What this form is for

You cannot use this form to register
particulars of a charge created by a
company registered in England and Wales or
this, please use form CH01.

TUESDAY



S1KNED1N

SCT

30/10/2012

#386

COMPANIES HOUSE

on, please
e at
ise.gov.uk

1

Company details

Company number

S C 0 7 4 7 8 3

Company name in full

HHR Piccadilly Limited ("the Chorgor")

For official use

6

→ **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

d2 d3 m1 m0 y2 y0 y1 y2

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge e.g. 'Standard security', 'Floating charge' etc.

Description

Security Agreement ("the Security Agreement")

4

Amount secured

Please give us details of the amount secured by the charge.

Amount secured

Payment and satisfaction of all the Secured Liabilities.

Capitalised terms not defined in this MG01s are defined in the
continuation pages annexed hereto.

Continuation page

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

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5**Mortgagee(s) or person(s) entitled to the charge**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.	
Name	WellsFargo Bank, National Association, London Branch (FC026633)
Address	1 Plantation Place, 30 Fenchurch Street
	London
Postcode	E C 3 M 3 B D
Name	
Address	
Postcode	

Continuation page

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

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

Please give the short particulars of the property charged.	
Short particulars	<p>By clause 2 of the Security Agreement:</p> <p>2.2 Land</p> <p>(a) The Chargor charges:</p> <p>(i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Schedule 1 (Real Property) to the Security Agreement, being the leasehold land comprising Le Meridien Hotel Piccadilly, London, W1J 0DQ registered at the Land Registry with title number NGL474733; and</p> <p>(ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.</p> <p>(b) A reference in this Subclause to a mortgage or charge of any freehold or leasehold property includes:</p> <p>(i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and</p> <p>(ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.</p> <p>(continued...)</p>

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

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7 Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①

By clause 4 of the Security Agreement:

4. RESTRICTIONS ON DEALINGS

4.1 Security

Except as expressly allowed in the Credit Agreement, the Chargor must not create or permit to subsist any Security Interest on any Security Asset (except for this Security).

4.2 Disposals

Except as expressly allowed in the Credit Agreement, the Chargor must not sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trading of any Security Asset subject to the floating charge created under this Deed.

① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

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

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8 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

9 Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

10 Signature ②

Please sign the form here.

Signature

Signature

X

John Murray

PARTNER FOR T&BS MURRAY LLP

X

② Signature

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

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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 GMB.IAW.NXC.W10063.1004

Company name
Tods Murray LLP

Address Edinburgh Quay

133 Fountainbridge

Post town Edinburgh

County/Region

Postcode E H 3 9 A G

Country

DX DX ED58 Edinburgh

Telephone 0131 656 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 a certified copy of the deed (if any) 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 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 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 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

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Amount secured

Please give us details of the amount secured by the charge.

Amount secured

In this Form MG01s the following terms have the following meanings:

Additional Counterparty means a bank or financial institution which becomes a Counterparty after the date of the Credit Agreement.

Administrative Party means the Originator or the Facility Agent.

Agreement for Lease means an agreement to grant an Occupational Lease for all or part of the Property.

Assignment Agreement means an agreement substantially in the form set out in Part 2 of Schedule 5 (Form of Assignment Agreement) to the Credit Agreement or any other form agreed between the relevant assignor and assignee.

Counterparty means the Original Counterparty or an Additional Counterparty.

Counterparty Accession Agreement means a letter, substantially in the form of Part 3 of Schedule 5 (Form of Counterparty Accession Agreement) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require.

Credit Agreement means the £40,000,000 credit agreement between (among others) the Chargor and the Facility Agent.

Event of Default means any event or circumstance specified as such in Clause 23 (Events of Default) of the Credit Agreement.

Facility Agent means Wells Fargo Bank, National Association, London Branch (Registered Number FC026633) as facility agent.

Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Chargor setting out the amount of any fees referred to in the Credit Agreement.

Finance Document means:

- (a) the Credit Agreement;
- (b) a Security Document;
- (c) any Hedging Agreement;
- (d) a Subordination Agreement;
- (e) a Fee Letter;
- (f) a Transfer Certificate or Assignment Agreement;
- (g) a Counterparty Accession Agreement; or
- (h) any other document designated as such by the Facility Agent and the Chargor.

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Amount secured

Please give us details of the amount secured by the charge.

Amount secured

Finance Party means a Lender, a Counterparty or an Administrative Party.

Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered into by the Chargor for the purpose of hedging interest payable under the Credit Agreement.

Hotel means the hotel business carried out at the Property under the name Le Méridien Piccadilly.

Hotel Licence Agreement shall have the meaning given to that term in the Credit Agreement.

Hotel Operating Agreement shall have the meaning given to that term in the Credit Agreement

Hotel Operator means Starwood EAME Licence and Services Company BVBA a company located in Belgium as the operator of the Hotel pursuant to the Hotel Operating Agreement.

Hotel Operator Guarantee shall have the meaning given to that term in the Credit Agreement.

Hotel Operating Documents means:

- (a) the Hotel Operating Agreement;
- (b) the Hotel Operator Guarantee;
- (c) the Hotel Licence Agreement; and
- (d) any other document designated as such by the Facility Agent and the Chargor.

Intellectual Property means:

(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and

(b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist).

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Amount secured

Please give us details of the amount secured by the charge.

Amount secured

Lease Document means:

- (a) an Agreement for Lease;
- (b) an Occupational Lease; or
- (c) any other document designated as such by the Facility Agent and the Chargor.

Lender means:

- (a) the Original Lender; or
- (b) any other person which has become a Party in accordance with Clause 25.1 (Assignments and transfers by the Lenders) of the Credit Agreement.

Occupational Lease means any lease or licence or other right of occupation or right to receive rent to which the Property may at any time be subject.

Original Counterparty means Wells Fargo Bank, National Association, London Branch (Registered Number FC026633) as counterparty to certain Hedging Agreements.

Original Lender means Wells Fargo Bank, National Association, London Branch (Registered Number FC026633) as original lender.

Originator means Wells Fargo Bank, National Association, London Branch (Registered Number FC026633) as mandated lead originator.

Party means a party to the Credit Agreement.

Property means the property at 21 Piccadilly, London W1J 0BH, as described in schedule 1 to the Security Agreement and, where the context so requires, includes the buildings on the Property.

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to any Finance Party under each Finance Document.

Security Document means:

- (a) the Security Agreement;
- (b) the Shareholder's Security Agreement;
- (c) a Subordinated Creditor's Security Agreement;
- (d) any other document evidencing or creating security over any asset to secure any obligation of the Chargor to a Finance Party under the Finance Documents; or
- (e) any other document designated as such by the Facility Agent and the Chargor.

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Amount secured

Please give us details of the amount secured by the charge.

Amount secured

Security Asset means each asset of a Transaction Obligor which from time to time is, or is intended to be, subject to a Security Document.

Security Interest means a mortgage, charge, pledge, lien, assignment by way of security, hypothecation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Shareholder means HHR UK II BV.

Shareholder's Security Agreement means a Scots law share pledge entered or to be entered into by the Shareholder in favour of the Facility Agent in relation to the entire issued share capital of the Chargor.

Subordinated Creditor means:

- (a) the Shareholder; or
- (b) any other person who becomes a Subordinated Creditor in accordance with the Credit Agreement.

Subordinated Creditor's Security Agreement means an assignment of Subordinated Debt substantially in the form of Schedule 8 (Form of Subordinated Creditor's Security Agreement) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require.

Subordinated Debt, in relation to a Subordinated Creditor, has the meaning given to it in the Subordination Agreement entered into by that Subordinated Creditor.

Subordination Agreement means a subordination agreement substantially in the form of Schedule 9 (Form of Subordination Agreement) to the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require.

Transaction Obligor means:

- (a) the Chargor; or
- (b) a Subordinated Creditor.

Transfer Certificate shall have the meaning given to that term in the Credit Agreement.

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

2.3 Securities

- (a) The Chargor charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf.
- (b) A reference in this Subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes:
 - (i) any dividend or interest paid or payable in relation to it; and
 - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

2.4 Plant and machinery

The Chargor charges by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession.

2.5 Credit balances

The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Credit Agreement or this Deed) it has with any person and the debt represented by it.

2.6 Book debts etc.

The Chargor charges by way of a first fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above.

2.7 Insurances

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption:

- (a) all of its rights under any contract of insurance taken out by it or on its behalf or in which it has an interest; and
- (b) all money payable and all monies paid to it under or in respect of all such contracts of insurance.

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

2.8 Hedging

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Agreement.

2.9 Other contracts

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:

- (a) under each Lease Document;
- (b) under each Hotel Operating Document;
- (c) under any agreement relating to the purchase of the Property by the Chargor; and
- (d) under any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause.

2.10 Intellectual Property

The Chargor charges by way of a first fixed charge, all of its rights in respect of:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right;
 - (b) any copyright or other intellectual property monopoly right; or
 - (c) any interest (including by way of licence) in any of the above,
- in each case whether registered or not and including all applications for the same.

2.11 Miscellaneous

The Chargor charges by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above; and
- (e) its uncalled capital.

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

2.12 Floating charge

(a) The Chargor charges by way of a first floating charge:

(i) all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause; and

(ii) all its assets situated in Scotland or the rights which are governed by Scots law (whether or not effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause).

(b) Except as provided below, and so far as permitted by applicable law, the Facility Agent may by notice to the Chargor convert the floating charge created by this Subclause into a fixed charge as regards any of the Chargor's assets specified in that notice, if:

(i) an Event of Default is continuing; or

(ii) the Facility Agent considers (acting in good faith) those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

(c) The floating charge created by this Subclause may not be converted into a fixed charge solely by reason of:

(i) the obtaining of a moratorium; or

(ii) anything done with a view to obtaining a moratorium,

under section 1A the Insolvency Act 1986.

(d) The floating charge created by this Subclause will (so far as permitted by applicable law) automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Facility Agent receives notice of an intention to appoint an administrator.

(e) The floating charge created by this Subclause is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 74783

CHARGE NO. 6

I HEREBY CERTIFY THAT A CHARGE CREATED BY HHR
PICCADILLY LIMITED

ON 23 OCTOBER 2012

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF WELLSFARGO BANK

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 30 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, EDINBURGH 30 OCTOBER 2012



Companies House



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