

MG01s

Particulars of a charge created by a company registered in Scotland

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.

Continuation page

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

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

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

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

Short particulars

(a) All of the Assignor's right, title and interest (whether held jointly or severally, together or with others) in and to all sums due and to become due to which the Assignor is or may be entitled on account of or in any way relating to the Hotel Operating Documents, together with all rights, powers and privileges of the Assignor incident thereto, including without limitation, all investments, contributions, payments, profits, revenues, income, refunds of deposits, benefits and other amounts (both cash and non-cash, and regardless of how the same shall be classified) received or to be received by the Assignor from the Hotel Operator, Starwood or any other person as a result of or on account of any one or more of the Hotel Operating Documents and/or the use or enjoyment of the same, and all notes, instruments and other agreements now or hereafter evidencing the right to receive payment of, and all benefits and privileges now or hereafter accruing with respect to, the foregoing, including again without limitation, all rights, remedies and privileges arising out of the Hotel Operating Documents and any and all rights the Assignor may have to take certain actions in the event of a default by any party thereto in the payment and/or performance of obligations thereunder; and

(b) Any and all additions, renewals, extensions or modifications of the property identified in subparagraph (a) above, all replacements and substitutions therefor, all monies due or to become due thereon, all other property and interests in property now or hereafter acquired by the Assignor as security for the payment thereof and all proceeds of the foregoing.

all together "the Collateral"

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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
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N/A

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.

Continuation page

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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  PARTNER FOR TODS 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 shall have the following meanings:

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

Facility means the credit facility made available to the Assignor in the original principal amount of £40,000,000 as detailed in the Credit Agreement

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

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 Assignor.

Each of the above terms shall have the meanings ascribed to them in the Credit Agreement.

Finance Parties means the Facility Agent and such other financial institutions, and their respective successors and assigns, and all other financial institutions now or hereafter constituting a Finance Party under the Credit Agreement

Hotel License Agreement means the trademark license agreement dated November 25, 2005 originally executed by and between Le Meridien Piccadilly Limited and Starwood (M) International Inc

Hotel Operating Agreement means the operating agreement dated November 25, 2005 originally executed by and between Le Meridien Piccadilly Limited and Starwood (M) Hotels Inc

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Amount secured

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

Amount secured

Hotel Operator Guaranty means the guaranty agreement executed in 2012 by Starwood Hotels & Resorts Worldwide, Inc. in favor of the Assignor

Hotel Operating Documents means:

- (a) the Hotel Operating Agreement
- (b) the Hotel License Agreement
- (c) the Hotel Operator Guaranty

Hotel Operator means Starwood EAME Licence and Services Company BVBA

Starwood means Starwood Hotels & Resorts Worldwide, Inc.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 74783

CHARGE NO. 7

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 WELL SFARGO BANK

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 1 NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, EDINBURGH 2 NOVEMBER 2012



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES