

MR01 103325160

Particulars of a charge

Oyez

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

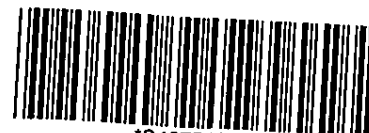
☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument.

☒ What this form is NOT for
You may not use this form
to register a charge where the
instrument. Use form MR

This form must be delivered to the Registrar for registration with
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. It
must be scanned and placed on the public record. Do not send the original.

MONDAY
WEL



SCT *S467DMK0*
27/04/2015 #55
COMPANIES HOUSE
SCT *S45DCE40*
15/04/2015 #562
COMPANIES HOUSE

1 Company details		For official use
Company number	S C 1 1 8 6 6 9	Filing in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	THE TOWN HOUSE COMPANY LIMITED	

2 Charge creation date	
Charge creation date	0 7 / 0 4 / 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	WELLS FARGO BANK, NATIONAL ASSOCIATION
	AS SECURITY AGENT
Name	
Name	
Name	
If there are more than four names, please supply any four of these names then tick the statement below.	
<input type="checkbox"/> I confirm that there are more than four persons, security agents or trustees entitled to the charge.	

MR01

Particulars of a charge

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

The Bonham Hotel, 33-36 Drumsheugh Gardens, Edinburgh and recorded in the General Register of Sasines for the County of Midlothian

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

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
STUART GILLIES

Company name
MacRoberts LLP

Address
Excel House

30 Semple Street

Edinburgh

Post town

County/Region

Postcode
E H 3 8 B L

Country

DX
ED207 - EDINBURGH

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: 118669

Charge code: SC11 8669 0016

The Registrar of Companies for Scotland hereby certifies that a charge dated 7th April 2015 and created by THE TOWN HOUSE COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th April 2015.

Given at Companies House, Edinburgh on 1st May 2015



Companies House



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

STANDARD SECURITY

by

THE TOWN HOUSE COMPANY LIMITED

In favour of

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Security Agent

The Bonham Hotel, 33-36 Drumsheugh Gardens, Edinburgh

EDINBURGH
CERTIFIED A TRUE COPY

E. Smith 15/4/15
E. SMITH

MACROBERTS

MACROBERTS

STANDARD SECURITY

by

THE TOWN HOUSE COMPANY LIMITED, a company registered under the Companies Acts in Scotland (Registered Number SC118669) and having their Registered Office at 5th Floor, 1 Exchange Crescent, Conference Square, Edinburgh EH3 8UL (hereinafter called the "**Chargor**");

in favour of

~~WELLS FARGO BANK, NATIONAL ASSOCIATION~~, a national banking association organised under the laws of the United States, having its head office at 420 Montgomery Street, San Francisco, CA 94104, USA, and registered with the U.S. Office of the Comptroller of the Currency under charter number 1., and registered as an overseas company in the United Kingdom (Registered Number FCO26633), having their principal place of business at 1 Plantation Place 30 Fenchurch Street, London EC3M 3BD and acting through their London Branch at 1 Plantation Place aforesaid ("**Wells Fargo**"), as security trustee for the Secured Parties pursuant to the terms of the Facility Agreement as defined below (the "**Security Agent**" which expression shall include its successors and assignees as trustee foresaid from time to time).

WHEREAS:

- A. Pursuant to the terms of a facility agreement (as amended, varied, novated or supplemented from time to time being the "**Facility Agreement**") dated on or around the date hereof between, *inter alios*, **SIENA BIDCO LIMITED** as the Borrower, the Chargor, **The Town House Collection Holdings Limited** and **Blythswood Square Limited** as Guarantors and the Security Agent, (i) the Lenders will make available to the Borrower certain term loan facilities and (ii) the Security Agent has agreed to hold on trust, *inter alia*, the Security Property for the Secured Parties (each as defined therein);
- B. In security for *inter alia* the payment and discharge of the Secured Liabilities (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 Agent,

(the Facility Agreement and the Security 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:

"**Agent**" means Wells Fargo as agent of the other Finance Parties;

"**Event of Default**" shall have the meaning ascribed to it in the Facility Agreement;

"**Finance Documents**" shall have the meaning ascribed to it in the Facility Agreement;

"**Majority Lenders**" shall have the meaning ascribed to it in the Facility Agreement;

"**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 each Transaction Obligor to any Secured Party under each Finance Document;

"Security Subjects" means ALL and WHOLE the subjects known as and forming The Bonham Hotel, 33-36 Drumsheugh Gardens, Edinburgh comprising (i) that dwellinghouse known as and forming 33 Drumsheugh Gardens, Edinburgh being the top or third flat above the street flat entering by the common entrance hall and stair number 33 Drumsheugh Gardens, Edinburgh described in the Disposition by George Rennie in favour of Mary Fielding Clark and Jenny Weir Clark or Leggott dated 9 and recorded GRS (Midlothian) 11, both days May 1927; (ii) the subjects known as and forming 34 Drumsheugh Gardens, Edinburgh described in the Disposition by Agnes Harriet Sophia Hughes Bennett or Cox in favour of George Aitken Clark Hutchison dated 30 May and recorded GRS (Midlothian) 4 June, both 1903; (iii) subjects known as and forming 35 Drumsheugh Gardens, Edinburgh described in the Disposition by the Trustees of Holmes Ivory in favour of Henry Wade and David Percival Galbreke Wilkie as Trustees dated 10, 11, 12 and recorded GRS (Midlothian) 16, all days May 1921; and (iv) the subjects known as and forming 36 Drumsheugh Gardens, Edinburgh described in the Disposition by the Trustees of Sir Thomas Bouch in favour of Helen Scott Watt or Fleming dated 27 and 28 February and recorded GRS (Midlothian) and in the Books of Council and Session on 16 March, all 1882 together with all rights pertaining thereto; 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; and

"Transaction Obligor" shall have the meaning ascribed to it in the Facility Agreement.

1.2 Construction

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 Facility Agreement shall apply hereto.

2. UNDERTAKING TO PAY

The Chargor undertakes to the Security Agent (as trustee for the Secured Parties) that it will pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

3. STANDARD SECURITY

As continuing security for the payment and discharge of the Secured Liabilities the Chargor hereby GRANTS a standard security in favour of the Security Agent 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 Finance Documents to the effect that in so far as the provisions of the Finance 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 Finance Documents, the applicable provisions of the Finance Documents shall prevail.

5. ENFORCEMENT

- 5.1 This Standard Security will become immediately enforceable if an Event of Default occurs and is continuing and the Security Agent gives written notice to the Chargor that this Standard Security is enforceable.
- 5.2 While this Standard Security is enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Standard Security in any manner it sees fit or as the Agent (acting on behalf of the Majority Lenders) directs, as the case may be.
- 5.3 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.

6. INCORPORATION OF FINANCE DOCUMENTS

In so far as applicable and permitted by law, the whole terms, undertakings, obligations, powers, rights and provisions of and contained in the Finance Documents (in so far as they relate to the Security Subjects) shall be deemed to form part of this Standard Security and are incorporated herein *mutatis mutandis* but so that each reference therein to a Property or to the Security Assets (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 Finance Documents and the terms of this Standard Security, the terms of the Finance Documents shall prevail.

7. SUBSEQUENT SECURITY

- 7.1 If any subsequent charge or other interest not permitted by the Facility Agreement affects the Security Subjects, a Secured Party may open a new account with the Chargor.
- 7.2 If the Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- 7.3 As from that time all payments made to the Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liabilities.

8. GOVERNING LAW AND JURISDICTION

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

9. WARRANTICE AND CONSENT TO REGISTRATION

The Chargor grants warrantice and consents to registration hereof for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the two preceding pages are executed as follows:

SUBSCRIBED for and on behalf of
THE TOWN HOUSE COMPANY LIMITED

at London

on 27/05/15

by JOSEPH BROCKTON



Director/Authorised Signatory

in the presence of:

Witness: 

Full Name: JOHN LAMBILLIOT

Address: Town House Ltd.

LONDON

E1 6EG