

# MG01s

## Particulars of a charge created by a company registered in Scotland



**iris**  
LASERFORM

**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 NOT for**

You cannot use this form to register  
particulars of a mortgage or  
created by a company in Eng  
and Wales or Northern Ireland  
this, please use form MG01.

THURSDAY



SCT

\*SZTZGOTG\*

04/11/2010

93

COMPANIES HOUSE

**1**

**Company details**

Company number

S C 1 2 5 2 0 4

Company name in full

Macdonald Hotels and Resorts Limited (the  
"Chargor")

→ **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

2 9 1 0 2 0 1 0

**3**

**Description**

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

Description

Debenture (the "Deed")

**4**

**Amount secured**

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

Amount secured

The "Secured Obligations".

See continuation page for all definitions.

**Continuation page**

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

# 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 Bank of Scotland plc as agent and security trustee for

Address each of the Secured Parties (the "Security Trustee")

The Mound, Edinburgh

Postcode E H 1 1 Y Z

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

See continuation page.

# MG01s

Particulars of a charge created by a company registered in Scotland

7

## Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision <sup>1</sup>

Save as permitted by the Facilities Agreement, a Chargor will not create or permit to subsist any Security on any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets.

<sup>1</sup> 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.

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

Nil

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 <sup>2</sup>

Please sign the form here.

Signature

Signature

X 

For and on behalf of Maclay Murray & Spens LLP

X

### <sup>2</sup> Signature

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

# MG01s

Particulars of a charge created by a company registered in Scotland



## 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 AKC/SMK/BAN/13/4193

Company name Maclay Murray & Spens LLP

Address Quatermile One

15 Lauriston Place

Post town Edinburgh

County/Region

Postcode

E H 3 9 E P

Country

DX DX ED137 Edinburgh

Telephone 0131 228 7000



## 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

# MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

4

## Amount secured

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

Amount secured

All present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally, or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of the Chargors or any other Obligor to the Security Trustee and the other Secured Parties (or any of them) under the Finance Documents together with:

- (a) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities;
- (b) any further advances and additional facilities which may be made by any Finance Party to the Chargors or any other Obligor under any agreement expressed to be supplemented to the Finance Documents and all interest, fees, and costs in connection therewith;
- (c) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with any of the Finance Documents;
- (d) any claim against the Chargors or any other Obligors flowing from the recovery by the Chargors or any other Obligors of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise;
- (e) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings; and
- (f) all costs, charges and expenses incurred by the Security Trustee or any other Finance Party in connection with the protection, preservation or enforcement of its rights against the Chargors or any other Obligor,

(the "Secured Obligations").

# MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6

## Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

### Mortgage

Subject to Existing Security, the Chargor charges by way of first legal mortgage all its right title and interest in the Mortgaged Property.

### Fixed Charges

To the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Mortgage*) or effectively assigned pursuant to Clause 3.5 (*Assignment by way of Security*) as security for the payment of the Secured Obligations and subject to the Existing Security, each Chargor charges by way of first fixed charge:

- 1.1.1 all estates or interests in any Real Property now or hereafter belonging to it;
- 1.1.2 all its rights under any agreement relating to the purchase of any freehold or leasehold property;
- 1.1.3 all its rights under any occupational lease, licence or other right of occupation;
- 1.1.4 all plant, machinery, computers, office equipment or vehicles owned by it and its interests in any plant, machinery or other items in its possession;
- 1.1.5 all monies standing to the credit of any account maintained by it with any person or (to the extent of its interest) in which it has an interest and the debts represented by them and all its rights in such accounts;
- 1.1.6 all of its book debts and other debts, the proceeds of the same and all other moneys due and owing to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
- 1.1.7 all its rights under the Hedging Agreements and spot and forward delivery foreign exchange contracts entered into in the ordinary course of business (and not for speculative purposes) with Bank of Scotland plc or an Affiliate of Bank of Scotland plc;
- 1.1.8 its goodwill;
- 1.1.9 its uncalled capital;
- 1.1.10 the Shares specified against its name in Schedule 3 of this Deed;
- 1.1.11 all its right, title and interest in any Investment including all rights which a Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Investment;
- 1.1.12 all its right, title and interest in any Intellectual Property Rights belonging to it or (to the extent of its interest) in which it has an interest;
- 1.1.13 the benefit of all licences, consents and authorisations (statutory or otherwise) held by it in connection with its business or the use of any Charged Asset specified in any other sub-paragraph in this Clause and the right to recover and receive all compensation which may be payable to it in respect of them; and
- 1.1.14 any beneficial interest, claim or entitlement it has to any assets of any pension fund.

### Exceptions to fixed security

The fixed security from time to time created by this Deed does not extend to any asset situated outside England and Wales or the rights to which are governed by any law other than the laws of England and Wales to the extent that and for so long as any such fixed security would be unlawful or ineffective under the laws of the jurisdiction in which such asset is situated.

# MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6

## Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

### Assignment by way of security

To the extent not validly and effectively charged by way of first fixed charge pursuant to Clause 3.3 (*Fixed charges*) as security for the payment of the Secured Obligations and subject to the Existing Security, each Chargor assigns and agrees to assign absolutely all of its right, title and interest in:

- 1.3.1 all Insurance Policies taken out by it or on its behalf or (to the extent of its interest) in which it has an interest and the right to all claims and returns of premiums in respect of any such Insurance Policies; and
- 1.3.2 each of the Assigned Documents to which it is a party.

### Floating charge

As security for the payment of the Secured Obligations and subject to the Existing Security each Chargor charges by way of first floating charge the whole of its property (including uncalled capital) comprised from time to time in its property and undertaking and all other property, assets and rights of whatever nature and wherever situated which are not otherwise effectively charged or assigned pursuant to the foregoing provisions of this Clause or, in relation to assets situated in Scotland, whether or not the same are effectively charged pursuant to the foregoing provisions of this Clause.

### Automatic crystallisation of floating charge

The floating charge created by Clause 3.6 (*Floating charge*) shall (other than in respect of any Charged Assets situated in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto under Section 72 of the Insolvency Act by reason of automatic conversion) immediately upon the occurrence of the relevant event convert into a fixed charge in respect of:

- 1.1.1 any Charged Asset which shall without the prior written consent of the Security Trustee become subject to a fixed charge in favour of any person other than the Security Trustee;
- 1.1.2 any Charged Asset in respect of which any person shall levy, or attempt to levy, any distress, diligence, execution, sequestration or other similar process;
- 1.1.3 all Charged Assets if an Administrator is appointed by the Security Trustee or the Security Trustee receives notice of an intention to appoint an Administrator; or
- 1.1.4 all Charged Assets on the convening of any meeting of the members of a Chargor to consider a resolution to wind up the Chargor (or not to wind up the Chargor).

### Crystallisation on notice of floating charge

The Security Trustee may at any time:

- 1.2.1 after the security created by this Deed has become enforceable in accordance with Clause 11 (*When security becomes enforceable*); or
- 1.2.2 if a Chargor fails to comply or takes or threatens to take any action which in the reasonable opinion of the Security Trustee is likely to result in it failing to comply with its obligations under Clause 6 (*Restriction on dealings*); or
- 1.2.3 if the Security Trustee considers that any of the Charged Assets are in danger of being seized or sold as a result of any legal process, or are otherwise in jeopardy; or
- 1.2.4 if the Security Trustee considers that steps are being taken or have been taken which are likely or intended to lead to the appointment of an Administrator or the presentation of a petition for the winding-up of a Chargor,

# MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6

## Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

by giving notice in writing to that effect to a Chargor convert the floating charge created by Clause 3.6 (*Floating charge*) into a fixed charge as regards any asset specified in such notice. The conversion shall take effect immediately upon the giving of the notice.

### Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge created by Clause 3.6 (*Floating charge*) so that the floating charge created by said Clause 3.6 (*Floating charge*) shall be a "qualifying floating charge" for the purposes of that paragraph.

### Definitions

Terms defined in the Facilities Agreement, unless otherwise defined in the Deed or unless a contrary intention appears, bear the same meaning when used in the Deed.

<b>"Administrator"</b>	means any person appointed as an administrator pursuant to paragraph 26 of Schedule B1 to the Insolvency Act.
<b>"Affiliate"</b>	shall have the same meaning given to "Affiliate" in the Facilities Agreement.
<b>"Assigned Documents"</b>	means the documents listed in Schedule 4 of the Deed ( <i>Assigned Documents</i> ).
<b>"Charged Account"</b>	means any Specified Account and any other current or deposit or other account of a Chargor which is or has become the subject of a fixed charge pursuant to the Deed.
<b>"Charged Assets"</b>	means the assets, rights and undertaking of a Chargor from time to time mortgaged, charged or assigned to the Security Trustee by or pursuant to the Deed.
<b>"Existing Security"</b>	means the Transaction Security Documents entered into by a Chargor in favour of the Security Trustee prior to the date of the Deed.
<b>"Facilities Agreement"</b>	means the facilities agreement dated 19 October 2005 as amended and restated on 4 February 2008 and 19 June 2009 and as further amended and restated on or around the date of the Deed between, among others, the Obligors and Bank of Scotland plc as Arranger, Agent, Security Trustee and an Original Lender.
<b>"Finance Documents"</b>	shall have the meaning given to it in the Facilities Agreement.
<b>"Finance Party"</b>	shall have the meaning given to it in the Facilities Agreement.
<b>"Hedging Agreements"</b>	shall have the meaning given to it in the Facilities Agreement.
<b>"Holding Account"</b>	shall have the meaning given to it in the Facilities Agreement.
<b>"Insurance Policy"</b>	means any policy of insurance or assurance in which a Chargor may at any time have an interest.



# MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

## 6 Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

**"Intellectual Property Rights"** means:

(a) all patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and any interests including by way of licence in any of the foregoing in each case whether registered or not; and

(b) the benefit of all applications for and rights to use any such assets.

**"Investments"**

means all shares and stock in the capital of any company (other than the Shares), debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments hereafter owned by a Chargor or in which a Chargor has an interest together in all cases with all Related Rights provided that any such investment issued by a company not incorporated in England and Wales will not constitute an Investment under the Deed.

**"Mandatory Prepayment Account"**

shall have the meaning given to it in the Facilities Agreement.

**"Mortgaged Property"**

means the freehold and leasehold property specified in Schedule 2 of the Deed (Mortgaged Property) and includes all buildings and fixtures on that property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any monies paid or payable in respect of those covenants.

**"Obligor"**

shall have the meaning given to it in the Facilities Agreement.

**"Real Property"**

means the Mortgaged Property and any other present or future freehold or leasehold property in which a Chargor has an interest and includes all buildings and fixtures on that property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property and any monies paid or payable in respect of those covenants.

**"Receiver"**

means a receiver or receiver and manager or an administrative receiver of the whole or any part of the Charged Assets, which term will include joint receivers and any substitute receiver, receiver and manager or administrative receiver whether appointed under the Deed or pursuant to statute.

**"Related Rights"**

means, in relation to any Shares or Investments, all rights derived from those Shares or Investments including rights to dividends, interest and other distributions paid or payable after the date of the Deed on all or any of those Shares or Investments and all stocks, shares or other securities (and dividends, interest and other distributions thereon) or other rights accruing or offered at any time by way of redemption, bonus, pre-emption or otherwise to or in respect of all or any of those Shares or Investments or in substitution or exchange for all or any of the Shares or Investments.

**"Secured Parties"**

shall have the meaning given to it in the Facilities Agreement.

## MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6

### Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

**"Shares"**

means the shares listed in Schedule 3 (Shares) of the Deed together with all Related Rights.

**"Specified Accounts"**

means the Holding Account, the Mandatory Prepayment Account (and any renewal or redesignation thereof).

**"Transaction Security Documents"**

shall have the meaning given to it in the Facilities Agreement.



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

COMPANY NO. 125204

CHARGE NO. 12

I HEREBY CERTIFY THAT A CHARGE CREATED BY  
MACDONALD HOTELS AND RESORTS LIMITED

ON 29 OCTOBER 2010

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF BANK OF SCOTLAND PLC

WAS DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006 ON 4 NOVEMBER 2010

GIVEN AT COMPANIES HOUSE, EDINBURGH 5 NOVEMBER 2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES