



Registration of a Charge

Company name: **CORUS HOTELS LIMITED**

Company number: **00171238**



X8G4B3JV

Received for Electronic Filing: **15/10/2019**

Details of Charge

Date of creation: **09/10/2019**

Charge code: **0017 1238 0005**

Persons entitled: **THE BANK OF EAST ASIA, LIMITED**

Brief description: **THE SUBJECTS FORMERLY KNOWN AS FORTH BRIDGES HOTEL,
SOUTH QUEENSFERRY EH30 9SF REGISTERED IN THE LAND REGISTER
OF SCOTLAND UNDER TITLE NUMBER WLN12445**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DKLM LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 171238

Charge code: 0017 1238 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th October 2019 and created by CORUS HOTELS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th October 2019 .

Given at Companies House, Cardiff on 16th October 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

+

STANDARD SECURITY

by

CORUS HOTELS LIMITED

-In favour of-

THE BANK OF EAST ASIA, LIMITED

Subjects: Site of Former Forth Bridges Hotel, South Queensferry

Edinburgh 7 October 2019

Certified a true copy



Sim Legal Limited
64a Cumberland Street
Edinburgh EH3 6RE

STANDARD SECURITY

by

CORUS HOTELS LIMITED a company incorporated in England with registration number 00171238 whose registered office was formerly at The Old Farmhouse, Rossway, Berkamstead, Hertfordshire, HP4 3TZ and is now at Corus House, 1 Auckland Park, Milton Keynes, Buckinghamshire, MK1 1BU (the "Company")

in favour of

THE BANK OF EAST ASIA, LIMITED a company incorporated in Hong Kong with limited liability and registered in England and Wales in accordance with Part 34 of the Companies Act 2006 (Reg. Co. No. FC15033) having a branch established at 75 Shaftesbury Avenue, London W1D 5BB (the "Bank");

Over:

The subjects formerly known as Forth Bridges Hotel, South Queensferry EH30 9SF registered in the Land Register of Scotland under Title Number WLN12445

("the Security Subjects")

In respect of:

All the monies obligations and liabilities whether certain or contingent which are now or shall at any time hereafter be due or owing or payable or incurred by the Company to the Bank in the United Kingdom or elsewhere whether solely or jointly with any other person or persons and whether as principal or as surety whether on any banking or other account or in any respect or manner whatsoever including the amount of any acceptance or other credits or advances and or any cheques notes or bills from time to time given or assumed by the Bank for or at the request of the Company and shall include all undertakings conditions provisions and agreements expressed or implied on the part of the Company to be performed observed or complied with in respect of such monies obligations and liabilities together with all interest to the date of repayment, commission, discount, fees banking charges and legal and other costs charges and expenses however incurred and such interest shall be compounded both before and after such demand and as well as after as before any judgment obtained hereunder at the rate specified in this standard security or such other rate or rates as shall have been agreed from time to time between the Company and the Bank

("the Secured Liabilities")

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Standard Security:

"Act" means the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended from time to time) and any lawful variation operative for the time being.

"Business Day" means any day (other than Saturday) on which clearing banks are open for normal banking business in sterling in the City of London;

"Default Rate" means 2% (two per cent) per annum above the prevailing interest rate from time to time in force on all Secured Obligations due;

"Encumbrance" means any mortgage, standard security, charge (whether fixed or floating), assignment, assignation, pledge, encumbrance, hypothecation, security, interest, title retention of other preferential right having the effect of creating security;

"Moveable Property" means any furniture, equipment, motor vehicles, goods, stock or any other moveable property, whether of a personal or business nature;

"Permitted Encumbrance" means any Encumbrance created by the Company in favour of the Bank and any Encumbrance created or subsisting with the prior consent of the Bank;

"Standard Conditions" means the standard conditions specified in Schedule 3 of the Act;

1.2 Interpretation

In this Standard Security:

- (a) the expressions "Company" and "Bank", where the context admits, include their respective successors in title and assignees;
- (b) Clause headings are for ease of reference only and are not to affect the interpretation of this Standard Security;
- (c) words importing the singular are to include the plural and vice versa;
- (d) "including" shall not be construed as limiting the generality of the words preceding it;
- (e) any reference in this Standard Security to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

2. UNDERTAKING TO PAY SECURED LIABILITIES

The Company:

- 2.1 undertakes to pay and discharge the Secured Liabilities to the Bank or as the Bank may direct:
- (a) on the due date for payment or performance of the Secured Liabilities concerned as provided by the terms of any agreement or document constituting the same; and
 - (b) in the absence of any express provision for payment and performance of the Secured Liabilities concerned on written demand by the Bank;
- 2.2 agrees that if it fails to pay any part of the Secured Liabilities when due then such amount will bear interest (after as well as before decree and payable on demand) at the Default Rate; and
- 2.3 agrees with the Bank that a certificate signed by or on behalf of the Bank as to the amount, calculation or nature of the Secured Liabilities or any part of them will, in the absence of manifest error, be conclusive and binding on the Company.

3. **STANDARD SECURITY**

The Company as security for the due and punctual payment and performance of the Secured Liabilities hereby grants to the Bank a standard security over the Security Subjects.

4. **STANDARD CONDITIONS**

The Standard Conditions and any lawful variation of the Standard Conditions operative for the time being will apply.

5. **VARIATION TO STANDARD CONDITIONS**

The Standard Conditions will be varied to the effect that:

5.1 **Repair**

The Company shall keep all buildings and plant machinery, fixtures and fittings upon the Security Subjects in good and substantial repair and condition and permit representatives of the Bank free access at all times on reasonable notice to view the state and condition of the Security Subjects and if the Company shall fail to do so the Bank may at any time thereafter enter upon the Security Subjects or any part thereof to execute such repairs as in the reasonable opinion of the Bank may be necessary and the Company will on demand pay to the Bank all expenses incurred by the Bank and will pay interest calculated at the Default Rate from the date of demand until repayment of all monies due under this clause.

5.2 Insurance

The Company will insure the Security Subjects with such insurer and against such risks as the Bank may require and to the Bank's satisfaction for their full replacement value with the Bank's interest noted on the policy, or at the Bank's option with the Bank as joint insured for its rights and interests and the Company shall pay all premiums when due and produce or deposit with the Bank all such policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances.

5.3 Insurance Proceeds

Subject to the terms of any lease affecting the Security Subjects, all sums paid under any such insurance policy in compliance with Clause 5.2 must be paid to the Bank, and at the option of the Bank will be used either to repay the Secured Liabilities or to repair, reinstate or replace the loss or damage in respect of which the insurance proceeds are paid;

5.4 Alterations

The Company will not without the previous written consent of the Bank (such consent not to be unreasonably withheld) demolish, pull down, remove or permit or suffer to be demolished, pulled down or removed any building, installation or structure for the time being upon the Security Subjects or except in connection with the renewal or replacement thereof any fixtures, or erect or make or suffer to be erected or made on the Security Subjects any building installation or alteration or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened to any material extent the value of the Security Subjects.

5.5 Occupation and Letting of the Property

5.5.1 The Company will not part with occupation of the Security Subjects or any part or grant any lease, licence, servitude, wayleave, overriding interest, real burden, water or drainage rights or other continuing rights upon or affecting the Security Subjects or any part, without the written consent of the Bank;

5.5.2 The Company will not grant or accept the surrender of, vary, terminate, renew or extend any lease of all or part of the Security Subjects without the written consent of the Bank;

5.6 Environmental

- 5.6.1 The Company will not do or omit to do anything, or permit anything to be done or omitted, on, at, under, over, from or to the Security Subjects or any part of it which could lead to the Company incurring any costs or liabilities or committing any offence under any environmental law;
- 5.6.2 The Company shall indemnify the Bank and its officers, employees and agents against all costs, liabilities and expenses which may be suffered or incurred by it arising out of or in connection with any such act, omission, or permission, any actual or threatened breach of environmental law or the presence of any hazardous substances on, at, under, over, or migrating to or from the Security Subjects;
- 5.6.3 The Company will ensure that it complies in all material respects with the terms of all environmental laws and will notify the Bank immediately upon becoming aware of any environmental issues which may have a prejudicial effect on the value of the Security Subjects and immediately following receipt of any notices or upon becoming aware of any actual or threatened claims in connection with any environmental matters directly or indirectly associated with the Security Subjects;

5.7 Planning Permissions

The Company will not make either directly or indirectly any application for planning permission of any kind in relation to the Security Subjects or any part of the Security Subjects without the written consent of the Bank;

5.8 Negative Pledge and Further Assurance

- 5.8.1 Save for any Permitted Encumbrance, the Company undertakes to the Bank that it will not create or allow to subsist any Encumbrance. In the event that the Company creates any Encumbrance in breach of this prohibition, this Standard Security shall rank in priority to that Encumbrance;
- 5.8.2 The Company will, if and when required by the Bank, grant, sign and deliver all additional deeds and documents of any kind in a form acceptable to the Bank necessary in order to perfect or enhance the Bank's security under this Standard Security or to enable the Bank to enforce or exercise any of the powers available under this Standard Security;

5.9 Transfer

The Company will not sell, dispose or transfer the Security Subjects or any part of it;

5.10 Summary Ejection

The Bank may, at any time after it has become entitled to enter into possession of the Security Subjects, serve notice upon the Company requiring it to vacate the Security Subjects within a period of seven days and the Company will upon the expiry of that period vacate the Security Subjects so far as occupied by it or others for whom it is responsible, and the Company agrees that a warrant of summary ejection may competently proceed against it in the Sheriff Court of the District in which the Security Subjects is situated at the request of the Bank;

5.11 Continuing Security

The security constituted by this Standard Security shall be a continuing security and shall remain in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities;

5.12 Assignment

The Bank may assign this Standard Security;

5.13 Moveable Items

5.13.1 In the event that the Bank exercises any of the remedies available to it under the Act and the Company fails to remove from the Security Subjects any Moveable Property, after being called upon by the Bank by notice in writing to remove the same within a specified period, the Bank will be entitled and is irrevocably authorised as agent of the Company to remove, sell, store or otherwise deal with or dispose of the Moveable Property in such manner and upon such terms as the Bank may in its sole discretion think fit, subject only to an obligation to account to the Company for any price received by the Bank for any of the same;

5.13.2 The Bank will not be liable for any loss or damage suffered by or caused to the Company by the exercise of these rights available to the Bank and the Company will be bound to indemnify the Bank against all expenses incurred by it in connection with or incidental to the removal, sale, storage or other dealing with or

disposal of the Moveable Property and against all claims by or liability to any third party asserting ownership of any item

If the Company shall fail to comply with any of the obligations under clause 5 then the Bank may enter upon the Security Subjects and repair or insure the Security Subjects or take such other steps as it considers appropriate to procure the performance of such obligation or otherwise remedy such failure and the moneys expended by the Bank shall be reimbursed by the Company on demand, and until so reimbursed, shall carry interest at 3% from the date of payment to the date of reimbursement.

6. POWER OF ATTORNEY

The Company, by way of security, hereby irrevocably appoints the Bank to be their Attorney (with full power to delegate) for them and in their name:

- 6.1 to execute as a deed and perfect all deeds, instruments, notices and documents which the Company ought to execute under the obligations and provisions contained in this Standard Security;
- 6.2 to do anything which the Company may or ought, or have agreed to do under this Standard Security;
- 6.3 to exercise all or any of the powers, authorities and discretions conferred by this Standard Security on the Bank;
- 6.4 to do anything which the Bank thinks fit for carrying out any sale, lease, charge or dealing by the Bank with all or any part of the Security Subjects;
- 6.5 to take any action necessary to renew any licence or certificate necessary to carry out any operation or business on the Security Subjects in the Company's name or otherwise.

The Company agrees with the Bank to ratify and confirm anything done by the Bank as their attorney when exercising or purportedly exercising the powers conferred above.

7. COSTS AND EXPENSES

- 7.1 The Company shall pay, on a full indemnity basis, all costs, charges, expenses and liabilities incurred by the Bank (including without limitation all amounts determined by the Bank to be necessary to compensate it for internal management or administration costs, charges and expenses) or to be incurred by the Bank or any attorney, manager, agent or other person appointed by the Bank in connection with the preparation, negotiation, completion, execution, registration, perfection, modification, amendment, issue of waivers and consents under,

enforcement and or attempted enforcement, preservation of rights under, exercise or purported exercise of rights under or decision as to whether to exercise rights under, assignation, release or discharge of this Standard Security or actions, proceedings or claims in respect of this Standard Security or the Security Subjects which costs, charges and expenses shall form part of the Secured Liabilities;

- 7.2 All amounts payable under Clause 7.1 shall bear interest at the Default Rate from the date the same are incurred, computed and compounded monthly until the date of reimbursement by the Company.

8. NOTICES

- 8.1 Any notice, communication or proceedings under this Deed shall be made in writing and:
- 8.2 if sent by the Bank by first class post, will be deemed to have been received by the Company on the second day after posting, even if it never arrives or is returned undelivered; and
- 8.3 if sent by the Company, will be effective only when actually received by the Bank and then only if expressly marked for the attention of the Company's account manager as shown on any agreement between the Bank and the Company in respect of the Secured Obligations.
- 8.4 Any notice or communication required to be issued by the Bank to the Company will be sent to the address within the United Kingdom most recently notified by the Company in writing.

9. WARRANDICE

The Company grants warrandice.

10. REGISTRATION

The Company consents to the registration for preservation and execution of this Standard Security and any certificate referred to in Clause 2.3 in the Books of Council and Session.

11. CONFLICT

if there is any conflict between this Standard Security and the Standard Conditions, the terms of this Standard Security shall prevail. so far as permitted by law.

IN WITNESS WHEREOF these presents are executed as follows:

This is an important document. You should take independent legal advice before signing and sign only when you fully understand the consequences and if you want to be legally bound.

SIGNED for and on behalf of

Corus Hotels Limited

place of signing LONDON

on 26 SEPTEMBER 2019

Director YET KING LOY
(Print Full Name)

Director KHURRAM MOHAMMAD
(Signature)

in the presence of:

Witness

AMY XU

Full Name

75 STAFFORDS AVE, LONDON

Address
