

MG01

Particulars of a mortgage or charge



**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 mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is for**  
You cannot use this form to register  
particulars of a mortgage or charge  
in Scotland. To do this, use form MG01s

WEDNESDAY



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SCT

21/11/2012

#85

COMPANIES HOUSE

in, please  
at  
se gov uk

**1 Company details**

Company number 0 0 7 0 9 8 4 9

Company name in full Drift Properties Limited (the "Company")

For official use

→ **Filing 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 0 7 1 1 2 0 1 2

**3 Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Amendment and restatement agreement (the "**Amended Agreement**") relating to a security agreement (the "**Security Agreement**") dated 15 August 2007 among the Company, Park Tower Investments Limited ("**Park Investments**"), The Park Tower Hotel Limited ("**Park Hotel**") and Lloyds TSB Bank plc as agent and trustee for the Finance Parties (as defined in the Credit Agreement) (the "**Original Agent**")

Please see continuation page for further definitions

**4 Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of

4 (i) each of the Company, Park Investments and Park Hotel to any Finance Party under each Finance Document, and

4 (ii) each of the Company, Park Investments and Park Hotel to Bank of Scotland plc under the Corporate Guarantee,

except for any obligation which, if it were so included, would result in the Amended Agreement contravening section 151 of the Companies Act 1985 together with costs, charges and expenses incurred by the Agent in connection with the protection or preservation or enforcement of its rights under the Finance Documents or any of them (the "**Secured Liabilities**")

Please see continuation page for further definitions

**Continuation page**

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

& all other  
monies due or to  
become due to  
the Agent

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## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

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 Lloyds TSB Bank plc as agent and trustee for the Finance Parties

Address and as trustee for Bank of Scotland plc under the Corporate

Guarantee (the "Agent")

Postcode

Name (continued from above)

Address 25 Gresham Street

London

Postcode

E C 2 V 7 H N

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Continuation page

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

Short particulars

Each of the Company, Park Investments and Park Hotel (to the extent of its interest whether joint or several, legal or beneficial) charged in favour of the Agent and as security for the payment and satisfaction of all the Secured Liabilities the assets of each of the Company, Park Investments and Park Hotel which are the subject of any Security created or constituted by the Security Agreement (the "Security Assets")

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

#### Restrictions on Dealings

Security Except as expressly allowed in the Credit Agreement, the Company shall not create or permit to subsist any Security on any Security Asset

Disposals The Company shall not sell, transfer, licence, lease or otherwise dispose of, or agree to sell, transfer, licence, lease or otherwise dispose of any Security Asset, except as expressly allowed in the Credit Agreement or except for a disposal in the ordinary course of trade of any Security Asset subject only to an uncrystallised floating charge created under the Security Agreement

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### 7 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

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X *Pihant Haras LLP*

X

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

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## Particulars of a mortgage or 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 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 JULIA BLACK

Company name PINSENT MASONS LLP

Address PRINCES EXCHANGE

1 EARL GREY STREET

Post town EDINBURGH

County/Region

Postcode E H 3 9 A Q

Country UK

DX DX ED 723301 EDINBURGH 43

Telephone 0131 777 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 the original deed 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 mortgagee or 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 mortgaged or 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 mortgage or 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)

**Continuation Page for MG01  
in respect of an Amendment Agreement among Drift Properties Limited (00709849) and others  
dated 7 November 2012**

**"Arranger"** means Lloyds TSB Bank plc as arranger,

**"Corporate Guarantee"** means the corporate guarantee entered into between the Company, Park Investments, Park Hotel and Bank of Scotland plc on 7 November 2012 on account of the obligations of Ochil Developments (UK) Limited to Bank of Scotland plc, as may be amended, restated, supplemented or replaced from time to time,

**"Counterparty"** means Lloyds TSB Bank plc as counterparty to hedging arrangements relating to the Credit Agreement,

**"Credit Agreement"** means the credit agreement dated 14 August 2007 between, among others, Park Investments as borrower, the Company and Park Hotel as guarantors and the Original Agent, as amended and restated pursuant to an amendment and restatement agreement dated 25 March 2009,

**"Finance Parties"** (as defined in the Credit Agreement) means the Original Agent, the Arranger, the Counterparty or a Lender,

**"Finance Party"** means the Finance Parties (as defined in the Credit Agreement) and Bank of Scotland plc as beneficiary under the Corporate Guarantee,

**"Finance Documents"** (as defined in the Credit Agreement) means the Credit Agreement, a Security Document, a Transfer Certificate, the Hedging Arrangements and any other document designated as such by the Original Agent and Park Investments,

**"Finance Document"** means the Finance Documents as defined in the Credit Agreement and the Corporate Guarantee,

**"Hedging Agreement"** means the hedging agreement dated 8 August 2007 between Park Investments and the Counterparty,

**"Hedging Arrangements"** means the Hedging Agreement and any other interest hedging arrangement entered into by Park Investments in connection with interest payable under the Credit Agreement,

**"Lender"** means (1) the Original Lender and (2) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 25 of the Credit Agreement (Changes to Lenders),

**"Mortgage of Shares"** means a mortgage of the shares of Park Investments dated 15 August 2007 by Park Tower Holdings (BVI) Limited (registered in the British Virgin Islands with registered number 1407270),

**"Original Lender"** means Lloyds TSB Bank plc as lender,

**"Security Documents"** means the Security Agreement, the Supplemental Charge, the Mortgage of Shares or any other document designated as such by the Original Agent and Park Investments,

**"Supplemental Charge"** means the supplemental charge by way of legal mortgage (being supplemental to the Security Agreement) dated 29 April 2009 between Park Hotel and the Original Agent, and

**"Transfer Certificate"** means a certificate substantially in the form set out in schedule 5 of the Credit Agreement or any other form agreed between the Original Agent and Park Investments



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 709849  
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN AMENDMENT AND  
RESTATEMENT AGREEMENT DATED 7 NOVEMBER 2012 AND  
CREATED BY DRIFT PROPERTIES LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM EACH OF THE  
COMPANY, PARK INVESTMENTS AND PARK HOTEL TO ANY  
FINANCE PARTY ON ANY ACCOUNT WHATSOEVER AND ALL  
MONIES DUE OR TO BECOME DUE FROM EACH OF THE  
COMPANY, PARK INVESTMENTS AND PARK HOTEL TO BANK  
OF SCOTLAND PLC ON ANY ACCOUNT WHATSOEVER AND  
ALL OTHER MONIES DUE OR TO BECOME DUE TO THE AGENT  
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 21 NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 NOVEMBER  
2012

DX



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES