

MG01

Particulars of a mortgage or charge

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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**

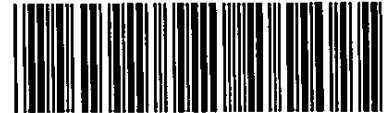
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NO**

You cannot use this fo  
particulars of a charge  
company To do this, p  
form MG01s

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COMPANIES HOUSE

For official use

→ Filling in this form

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

1

**Company details**

Company number

0 2 9 7 9 1 4 6

Company name in full

Geronimo Inns Limited (the **Chargor**)

2

**Date of creation of charge**

Date of creation

03 00 00 03 12 10 11 11

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

Security Agreement (the **Deed**) dated 30 March 2011 between the Chargor  
(among others) and the Facility Agent (as defined below)

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 the Chargor to any Finance Party  
under each Finance Document to which the Chargor is  
a party, except for any obligation which, if it  
were so included, would result in the Deed  
contravening Section 678 or 679 of the Companies  
Act 2006 (the **Secured Liabilities**)

**Continuation page**

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

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### 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 The Royal Bank of Scotland plc as agent and trustee

Address for the Finance Parties (the **Facility Agent**)

Level 5, 135 Bishopsgate, London

Postcode E C 2 M 3 U R

Name

Address

Postcode

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

Please see continuation sheets

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## Particulars of a mortgage or charge

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

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Short particulars

#### 1. CREATION OF SECURITY

##### 1.1 General

- (a) All the security created under the Deed
- (1) is created in favour of the Facility Agent,
  - (11) is created over present and future assets of the Chargor,
  - (i11) is security for the payment of all the Secured Liabilities, and
  - (1v) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document
- (1) the Chargor must notify the Facility Agent promptly,
  - (11) this Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself, and
  - (111) unless the Facility Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed

##### 1.2 Floating charge

- (a) The Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this clause
- (b) Except as provided below, the Facility Agent may by notice to the Chargor convert the floating charge created by the Chargor under this subclause into a fixed charge as regards any of the Chargor's assets specified in that notice, if
- (1) an Event of Default is outstanding; or
  - (11) the Facility Agent (acting reasonably) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy
- (c) The floating charge created by this subclause may not be converted into a fixed charge solely by reason of

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(i) the obtaining of a moratorium, or

(ii) anything done with a view to obtaining a moratorium,

under section 1A of the Insolvency Act 1986

(d) The floating charge created by this subclause will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Facility Agent receives notice of an intention to appoint an administrator.

(e) The floating charge created by this subclause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

#### 2. RESTRICTIONS ON DEALINGS

The Chargor must not

(a) create or permit to subsist any Security Interest on any Security Asset, or

(b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,

except as expressly allowed under the Credit Agreement

In this form MG01

**Accession Agreement** means a letter, substantially in the form of Schedule 9 (Form of Accession Agreement) of the Credit Agreement, with such amendments as the Facility Agent and the Company may agree

**Additional Guarantor** means a member of the Group which becomes a Guarantor after the date of the Credit Agreement.

**Administrative Party** means an Arranger or the Facility Agent

**Arranger** means Barclays Corporate or The Royal Bank of Scotland plc acting as agent for National Westminster Bank plc as mandated lead arrangers.

**Company** means Young & Co 's Brewery, P L C

**Counterparty Accession Agreement** means a counterparty accession agreement in the form of Schedule 10 (Form of Counterparty Accession Agreement) of the Credit Agreement, with such amendments as the Facility Agent may approve (such approval not to be unreasonably withheld) or reasonably require

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

**Credit Agreement** means a £100,000,000 credit agreement dated 16 December 2010 between (among others) the Company and the Facility Agent.

**Default** means

- (a) an Event of Default, or
- (b) an event or circumstance specified in clause 20 (Default) of the Credit Agreement which would be (with the expiry of a grace period, the giving of notice or the making of any determination under the Finance Documents or any combination of them) an Event of Default

**Event of Default** means an event or circumstance specified as such in clause 20 (Default) of the Credit Agreement

**Existing Long-Term Facility** means the £50,000,000 credit facility dated 27 March 2003, as amended and restated on 28 March 2008 and further amended and restated by a supplemental agreement dated 16 December 2010, between the Company and the Existing Long-Term Lender

**Existing Long-Term Lender** means The Royal Bank of Scotland plc acting as agent for National Westminster Bank Plc as lender under the Existing Long-Term Facility

**Existing Overdraft Lender** means The Royal Bank of Scotland plc acting as agent for National Westminster Bank Plc

**Facility** means the Revolving Credit Facility and the Term Loan Facility made available under the Credit Agreement

**Fee Letter** means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Company setting out the amount of certain fees in connection with the Credit Agreement

**Finance Document** means

- (a) subject to paragraph (b)
  - (i) the Credit Agreement,
  - (ii) a Security Document,
  - (iii) a Fee Letter,
  - (iv) a Hedging Agreement,
  - (v) a Transfer Certificate,
  - (vi) a Counterparty Accession Agreement,

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

#### Short particulars

- (v11) the Intercreditor Agreement,
- (v111) an Accession Agreement,
- (1x) a Resignation Request, or
- (x) any other document designated as such by the Facility Agent and the Company
- (b) a Hedging Agreement shall be a Finance Document only for the purposes of:
  - (1) the definition of Material Adverse Effect,
  - (ii) the definition of a Security Document,
  - (111) the definition of a Default,
  - (1v) clause 15 (Guarantee and indemnity) of the Credit Agreement,
  - (v) paragraph (a) (xv) of subclause 1 2 (Construction) of the Credit Agreement,
  - (v1) paragraph (c) of subclause 1 2 (Construction) of the Credit Agreement,
  - (v11) paragraph (d) of subclause 1.2 (Construction) of the Credit Agreement,
  - (v111) subclause 2 3 (Nature of a Finance Party's rights and obligations) of the Credit Agreement,
  - (1x) subclause 14 5 (No set-off or counterclaim) of the Credit Agreement,
  - (x) subclause 19 3 (Compliance with laws) of the Credit Agreement,
  - (xi) subclause 19 4 (Pari passu ranking) of the Credit Agreement,
  - (xi1) subclause 19 14 (No guarantees or indemnities) of the Credit Agreement,
  - (x111) clause 20 (Default) of the Credit Agreement other than subclause 20 17 (Acceleration) of the Credit Agreement,
  - (xiv) subclause 22 9 (Default) of the Credit Agreement, or
  - (xv) subclause 25 2 (Other indemnities) of the Credit Agreement

**Finance Party** means.

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## Particulars of a mortgage or charge

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Short particulars

- (a) subject to paragraph (b) below, the Facility Agent, an Arranger, a Lender or a Hedge Counterparty, and
- (b) a Hedge Counterparty shall be a Finance Party only for the purposes of
  - (1) the definition of a Security Document in the Credit Agreement;
  - (ii) subclause 2 3 (Nature of a Finance party's rights and obligations) in the Credit Agreement,
  - (iii) paragraph (c) of the definition of Material Adverse Effect in the Credit Agreement,
  - (iv) clause 15 (Guarantee and indemnity) in the Credit Agreement,
  - (v) clause 13 2 (Conduct of business by a Finance Party) in the Credit Agreement,
  - (vi) subclause 22 9 (Default) in the Credit Agreement,
  - (vii) subclause 25 2 (Other indemnities) in the Credit Agreement, and
  - (viii) paragraph (b) of clause 27 (Amendments and waivers) in the Credit Agreement

**Group** means the Chargor and its Subsidiaries

**Hedging Agreement** means any interest rate swap agreement, cap or other instrument, entered into or to be documented by way of an ISDA agreement, by the Company in connection with a Facility or the Existing Long-Term Facility

**Hedge Counterparty** means any person which becomes a hedge counterparty under a Hedging Agreement and accedes to the Credit Agreement in accordance with the terms of the Credit Agreement

**Intercreditor Agreement** means the intercreditor agreement dated on or around the date of the Credit Agreement between, among others, the Company, the Existing Overdraft Lender, Barclays Bank PLC, the Existing Long-Term Lender and the Facility Agent

**Lender** means

- (a) an Original Lender, or
- (b) any person which becomes a Lender after the date of the Credit Agreement in accordance with subclause 29 5 (Increase) of the Credit Agreement or subclause 28 2 (Assignments and transfers by Lenders) of the Credit Agreement,

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

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which, in each case, has not ceased to be a Party in accordance with the terms of the Credit Agreement

**Material Adverse Effect** means a material adverse effect on

- (a) the business, prospects or financial condition of the Company or the Group as a whole;
- (b) the ability of any Obligor to perform its obligations under any Finance Document,
- (c) the validity or enforceability of, or the effectiveness or ranking of any Security Interest granted or purported to be granted pursuant to, any Finance Document, or
- (d) any right or remedy of a Finance Party in respect of a Finance Document

**Obligor** means the Company or a Guarantor

**Original Lender** means Barclays Bank plc or The Royal Bank of Scotland plc acting as agent for National Westminster Bank Plc

**Party** means a party to the Credit Agreement

**Resignation Request** means a letter in the form of Schedule 11 (Form of Resignation Request) of the Credit Agreement, with such amendments as the Facility Agent and the Company may agree

**Revolving Credit Facility** means the revolving credit facility made available under the Credit Agreement

**Security Assets** means all assets of the Chargor the subject of any security created by the Deed

**Security Document** means

- (a) the security agreement between the Company and the Facility Agent as agent and trustee for the Finance Parties entered into on or about the date of the Credit Agreement, and
- (b) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents

**Security Interest** means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

**Subsidiary** means a subsidiary within the meaning of section 1159 of the



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Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

Companies Act 2006

**Term Loan Facility** means the term loan facility made available under the Credit Agreement

The term **this Security** means any security created by the Deed

**Transfer Certificate** means a certificate, substantially in the form of schedule 5 (Form of Transfer Certificate) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Company

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|-------------------|--|--|
| <b>6</b>          | <b>Short particulars of all the property mortgaged or charged</b>      |  |
|                   | Please give the short particulars of the property mortgaged or charged |  |
| Short particulars |  |  |

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## Particulars of a mortgage or charge

### 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 Nil

### 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 Allen & Overy 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 Adreanne Orunmuyi

Company name Allen & Overy LLP

Address One Bishops Square

REF VAO/SAN/SARM/0011398-0003822

Post town London

County/Region

Postcode E 1 6 A D

Country

DX

Telephone 0203 088 4927



### 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)



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

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

**COMPANY NO. 2979146  
CHARGE NO. 27**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 30  
MARCH 2011 AND CREATED BY GERONIMO INNS LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO ANY FINANCE PARTY ON ANY ACCOUNT  
WHATSOEVER 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 8 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 APRIL 2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES