

MG01

Particulars of a mortgage or charge



106 237/13

**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 NOT for**  
You cannot use this form to re-  
gister particulars of a charge for a S  
company. To do this, please use  
form MG01s

FRIDAY



LD5 03/09/2010 372

COMPANIES HOUSE

For official use

**1 Company details**

Company number 3 0 0 8 6 9 9 ☐ ☐

Company name in full Orchard Hotels Limited (the "Chargor")

5

**→ 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 d2 d0 m0 m8 y2 y0 y1 y0

**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 A debenture dated 20 August 2010 (the "Debenture") between, amongst  
others, the Chargor and Bank of Scotland plc as security agent and  
trustee for the Beneficiaries including any successor appointed by the  
Beneficiaries pursuant to the Finance Documents (the "Security Agent").

**4 Amount secured**

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

Amount secured Please see Schedule 1 of the attached continuation  
pages.

**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

Name Bank of Scotland plc

Address c/o Lloyds Banking Group

Princess House, 1 Suffolk Lane, London

Postcode E C 4 R 0 A X

Name

Address

Postcode

Continuation page

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Please see Schedule 2 of the attached continuation pages

Continuation page

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

# MG01 - continuation page

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## Amount secured

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

Amount secured

### SCHEDULE 1

#### 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 all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

(the "**Secured Sums**")

Capitalised terms in this form MG01 and these attached continuation pages, unless otherwise defined, shall have the meanings set out in Schedule 5 of the attached continuation pages

In accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
<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	<p style="text-align: center;"><b>SCHEDULE 2</b></p> <p><b>SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED</b></p> <p><b>1 CREATION OF SECURITY</b></p> <p><b>1 1 Assignments</b></p> <p>The Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigned absolutely to the Security Agent</p> <p>1 1 1 all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies, and</p> <p>1 1 2 all its rights, title and interest from time to time in respect of the Hedging Agreements</p> <p><b>1 2 Fixed Security</b></p> <p>The Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Agent</p> <p>1 2 1 by way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of the Debenture, in each case as described in Schedule 3 (Registered Land to be Mortgaged),</p> <p>1 2 2 by way of legal mortgage, all other Land in England and Wales now vested in it and not registered at the Land Registry,</p> <p>1 2 3 by way of fixed charge</p> <p>1 2 3 1 all other Land which is now, or in the future becomes, its property,</p> <p>1 2 3 2 all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to it,</p> <p>1 2 3 3 all plant and machinery now or in the future attached to any</p>	

In accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> <b>Particulars of a mortgage or charge</b>	
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	<p>Land which, or an interest in which, is charged by it under the preceding provisions of Clause 3 2 of the Debenture (as described in this paragraph 1 2 of this Schedule),</p> <p>1 2 3 4      all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,</p> <p>1 2 3 5      all Specified Investments which are now its property, including all proceeds of sale derived from them,</p> <p>1 2 3 6      all Specified Investments in which the Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,</p> <p>1 2 3 7      all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments,</p> <p>1 2 3 8      all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments,</p> <p>1 2 3 9      all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture (excluding for the avoidance of doubt any third party insurance policies),</p> <p>1 2 3 10      all its goodwill and uncalled capital for the time being,</p> <p>1 2 3 11      all Specified Intellectual Property belonging to it,</p> <p>1 2 3 12      all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,</p>	

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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

- |          |  |
|----------|--|
| 1 2 3 13 | all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,  |
| 1 2 3 14 | the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,   |
| 1 2 3 15 | all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,   |
| 1 2 3 16 | all its rights and causes of action in respect of infringements (past, present or future) of the rights referred to in Clauses 3 2 3 11 to 3 2 3 15 inclusive of the Debenture (as described in paragraphs 1 2 3 11 to 1 2 3 15 inclusive of this Schedule),   |
| 1 2 3 17 | all trade debts now or in the future owing to it,  |
| 1 2 3 18 | all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,   |
| 1 2 3 19 | the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 1 of the Debenture ( <i>Assignments</i> ) (as described in paragraph 1 1 of this Schedule), |
| 1 2 3 20 | all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account,   |
| 1 2 3 21 | any beneficial interest, claim or entitlement it has to any pension fund now or in the future,   |
| 1 2 3 22 | all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time  |

In accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
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	<p>being effectively assigned or charged by fixed charge under the foregoing provisions of the Debenture,</p> <p>1 2 3 23 all moneys at any time standing to the credit of any Holding Account (as defined in the Facilities Agreement) and/or Mandatory Prepayment Account (as defined in the Facilities Agreement), and</p> <p>1 2 3 24 the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them</p> <p><b>1 3 Creation of floating charge</b></p> <p>The Chargor, with full title guarantee, charged to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge</p> <p>1 3 1 all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 1 of the Debenture (<i>Assignments</i>) (as described in paragraph 1 1 of this Schedule) or charged by any fixed charge contained in Clause 1 2 of the Debenture (<i>Fixed security</i>) (as described in paragraph 1 2 of this Schedule), including any Assets comprised within a charge which is reconverted under Clause 4 4 of the Debenture (<i>Reconversion</i>), and</p> <p>1 3 2 without exception, all its Assets in so far as they are for the time being situated in Scotland,</p> <p>but in each case so that the Chargor does not create any Security (as defined in the Facilities Agreement) over any such Asset (whether having priority over, or ranking pari passu with or subject to the floating charge) or take any other step referred to in Clause 2 of the Debenture (<i>Negative pledge and other restrictions</i>) with respect to any such Asset, and the Chargor does not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document)</p>	

In accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
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	<p><b>1 4     Priority</b></p> <p>1 4 1     Any fixed Security created by the Chargor and subsisting in favour of the Security Agent (save as the Security Agent may otherwise declare at or after the time of its creation) has priority over the floating charge created by Clause 3 3 of the Debenture (<i>Creation of floating charge</i>) (as described in paragraph 1 3 of this Schedule),</p> <p>1 4 2     Any Security created in the future by the Chargor (except in favour of the Security Agent) is expressed to be subject to the Debenture and ranks in order of priority behind the charges created by the Debenture</p> <p><b>2       NEGATIVE PLEDGE AND OTHER RESTRICTIONS</b></p> <p>The Chargor shall not, without the prior written consent of the Security Agent (and with the exception of Permitted Security (as defined in the Facilities Agreement))</p> <p>2 1 1     create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or</p> <p>2 1 2     sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so</p>	



In accordance with  
Section 860 of the  
Companies Act 2006

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**Short particulars of all the property mortgaged or charged.**

Please give the short particulars of the property mortgaged or charged

**SCHEDULE 3**

**Registered Land to be Mortgaged**

None as at the date of the Debenture

In accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
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	<p style="text-align: center;"><b>SCHEDULE 4</b></p> <p style="text-align: center;"><b>SPECIFIED INTELLECTUAL PROPERTY</b></p> <p>None as at the date of the Debenture</p>	

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	<p style="text-align: center;"><b>SCHEDULE 5</b></p> <p style="text-align: center;"><b>DEFINITIONS</b></p> <p><b>"Account Bank"</b> means Bank of Scotland plc,</p> <p><b>"Act"</b> means the Companies Act 2006,</p> <p><b>"Assets"</b> means in relation to the Chargor, all its undertaking, property, assets, revenues and rights of every description, or any part of them,</p> <p><b>"Beneficiary"</b> means each Senior Finance Party and each Hedge Counterparty,</p> <p><b>"Collection Account"</b> means in relation to the Chargor, its account with the Account Bank into which it is required to pay its Receivables pursuant to Clause 6 1 of the Debenture (<i>Collection Account</i>),</p> <p><b>"Derivative Rights"</b> includes</p> <p>(a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise,</p> <p>(b) dividends, distributions, interest and other income paid or payable in relation to any Investments, and</p> <p>(c) stock, shares and securities offered in addition to or in substitution for any Investments,</p> <p><b>"Facilities Agreement"</b> means the facilities agreement dated 3 August 2007, as amended and restated on 31 March 2008 and 13 July 2010, and as further amended and restated from time to time between MREF Hotels Holdings Limited, the companies listed therein as Original Borrowers, the companies listed therein as Original Guarantors and the Security Agent (therein as Arranger, Original Lender, Agent, Security Agent and in certain other capacities),</p> <p><b>"Finance Document"</b> means each Senior Finance Document and each Hedging Agreement,</p> <p><b>"Fixed Security Asset"</b> means an Asset for the time being comprised within an assignment created by Clause 3 1 of the Debenture (<i>Assignments</i>) (as described in paragraph 1 1 of Schedule 2) or within a mortgage or fixed charge created by Clause 3 2 of the Debenture (<i>Fixed security</i>) (as described in paragraph 1 2 of Schedule 2),</p>	

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	<p><b>"Group"</b> means MREF Hotels One Limited (a limited liability company incorporated in England and Wales with registered number 5893844) and its Subsidiaries (as defined in the Facilities Agreement) for the time being,</p> <p><b>"Hedge Counterparty"</b> has the meaning given to that term in the Intercreditor Agreement (as defined in the Facilities Agreement),</p> <p><b>"Hedging Agreement"</b> has the meaning given to that term in the Intercreditor Agreement Agreement (as defined in the Facilities Agreement),</p> <p><b>"Insurance Policy"</b> means any contract or policy of insurance of the Chargor (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Chargor or (to the extent of its interest and excluding third party policies) in which the Chargor has an interest at any time,</p> <p><b>"Intellectual Property"</b> means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights,</p> <p><b>"Investments"</b> means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise,</p> <p><b>"Land"</b> means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures),</p> <p><b>"Receivables"</b> in relation to the Chargor, means all sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 3 2 of the Debenture (<i>Fixed Security</i>) (as described in paragraph 1 2 of Schedule 2),</p> <p><b>"Senior Finance Document"</b> means collectively any Accession Letter, any Ancillary Document, any Letter of Credit, any Compliance Certificate, any Fee Letter, any Selection Notice, any Utilisation Request, the Intercreditor Agreement, the Bristol Amendment</p>	

<p>In accordance with Section 860 of the Companies Act 2006</p>	<p><b>MG01 - continuation page</b> Particulars of a mortgage or charge</p>	
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	<p>Please give the short particulars of the property mortgaged or charged</p>	
	<p>Agreement, the Bristol Intercreditor Amendment Agreement, the Deed of Priority, the Facilities Agreement, the Restructure Amendment Agreement and the Transaction Security Documents (each of foregoing terms having the meanings given to them in the Facilities Agreement) to the extent that they guarantee and/or secure the Senior Debt (as defined in the Facilities Agreement), and any other document so designated by the Senior Agent (as defined in the Facilities Agreement) and the Parent (as defined in the Facilities Agreement),</p> <p><b>"Senior Finance Party"</b> means the Agent (as defined in the Facilities Agreement), the Security Agent, the Arranger (as defined in the Facilities Agreement), the Lenders (as defined in the Facilities Agreement) and any Ancillary Lender (as defined in the Facilities Agreement),</p> <p><b>"Specified Intellectual Property"</b> means the Intellectual Property listed in Schedule 4 (<i>Specified Intellectual Property</i>), and</p> <p><b>"Specified Investments"</b> means, in relation to the Chargor, all Investments which at any time</p> <p>(a) represent a holding in a Subsidiary (as defined in the Facilities Agreement) of the Chargor or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Act "30 per cent or more" were substituted for "a majority",</p> <p>(b) are held in the name of the Security Agent or its nominee or to its order, or</p> <p>(c) the Chargor has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee</p>	

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### 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

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### 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 866).

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 870). 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).

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### Signature

Please sign the form here

Signature

Signature

X Olsueng LLP X

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

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**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 Audrey Ah-kan

Company name OLSWANG LLP

Address 90 High Holborn

London

Post town

County/Region

Postcode W C 1 V 6 X X

Country

DX 37972 Kingsway

Telephone 020 7067 3399



**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. 3008699  
CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 20 AUGUST  
2010 AND CREATED BY ORCHARD HOTELS LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO ALL OR ANY OF THE BENEFICIARIES 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 3 SEPTEMBER  
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 SEPTEMBER  
2010

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Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES