

# MR01

## Particulars of a charge



Companies House

A fee is payable with this form.  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument Use form MR08

For further information, please  
refer to our guidance at

This form must be delivered to the Registrar for registration within  
21 days beginning with the day after the date of creation of the charge.  
If delivered outside of the 21 days it will be rejected unless it is accompanied  
by a court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record



A20 \*A2AARBL5\* 11/06/2013 #121  
COMPANIES HOUSE

TUESDAY

### 1 Company details

Company number 04712766  
Company name in full HI (EDINBURGH NORTH) LIMITED

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 Charge creation date

Charge creation date 31/05/2013

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name DEUTSCHE BANK AG, London Branch, for itself and as security  
trustee for the Common Secured Parties

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

# MRO1

## Particulars of a charge

<b>4</b>	<b>Description</b>	
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Description	ALL and WHOLE the subjects known as The Holiday Inn Edinburgh North, 107 Queensferry Road, Edinburgh, EH4 3HL being the subjects registered in the Land Register of Scotland under Title Number MID42893 together with (1) the parts, privileges and pertinents thereof, (2) the whole right, title and interest of HI (Edinburgh North) Limited in and to the subjects secured by the charge and (3) the heritable fixtures and fittings therein and thereon	
<b>5</b>	<b>Fixed charge or fixed security</b>	
	Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box  <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>6</b>	<b>Floating charge</b>	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box  <input type="checkbox"/> <b>Yes</b> Continue <input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b>  Is the floating charge expressed to cover all the property and undertaking of the company?  <input type="checkbox"/> <b>Yes</b>	
<b>7</b>	<b>Negative Pledge</b>	
	Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box  <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	

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Particulars of a charge

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**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

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**Signature**

Please sign the form here

Signature

Signature

X *John S. Jones for Indies LLP* X

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

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name JAS MXM DEU5 10

Company name BRODIES LLP

Address 15 Atholl Crescent

Post town EDINBURGH

County/Region

Postcode E H 3 8 H A

Country UNITED KINGDOM

DX ED10

Telephone 0131 228 3777



### 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 instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy.



### 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 filed on paper.

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 Linnenhall, 32-38 Linnenhall 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)



**FILE COPY**

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

Company number: 4712766

Charge code: 0471 2766 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st May 2013 and created by HI (EDINBURGH NORTH) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th June 2013

Given at Companies House, Cardiff on 13th June 2013



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

<b>CERTIFIED</b> <b>a</b> <b>TRUE COPY</b> <i>M. MacInnes</i> ----- <b>BRODIES LLP</b> <b>Solicitors</b> <i>6/6/ 2013</i> ----- <b>REF:</b> <i>DEW5.10</i>
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**BRODIES<sup>LLP</sup>**

*Sore for the notarial  
redacted pursuant to  
S8596 of the Companies  
Act 2006.*

**STANDARD SECURITY**

by

**HI (EDINBURGH NORTH) LIMITED**

In favour of

**DEUTSCHE BANK AG, LONDON BRANCH**  
as Common Security Agent

**Subjects: The Holiday Inn Edinburgh North, 107 Queensferry Road, Edinburgh, EH4 3HL**

**(Title Number: MID42893)**

**Brodies LLP**  
**15 Atholl Crescent**  
**Edinburgh EH3 8HA**  
**T: 0131 228 3777**  
**F: 0131 228 3878**

**DX ED 10**  
**Ref. BS.MXM.DEU5.10**  
**FAS 0468**

*22 May* 2013

## **STANDARD SECURITY**

by

**HI (EDINBURGH NORTH) LIMITED** incorporated under the Companies Acts with registered number 04712786 and having its registered office at Ten Bishops Square, Eighth Floor, London E1 8EG (the "Chargor")

in favour of

**DEUTSCHE BANK AG, LONDON BRANCH** of Winchester House, 1 Great Winchester Street, London EC2N 2DB for itself and as security trustee for the Common Secured Parties (as defined in the Intercreditor Agreement defined below) and its successors and assignees whomsoever as such trustee from time to time (the "Common Security Agent")

### **BACKGROUND:-**

The Chargor enters into this Standard Security in connection with the Senior Facility Agreement and the Senior Mezzanine Facility Agreement (each as defined below)

#### **1 Definitions**

In this Standard Security capitalised terms defined in the Intercreditor Agreement shall have, unless expressly defined in this Standard Security, the same meaning in this Standard Security and

1 1 "Common Secured Obligations" has the meaning given to it in the Intercreditor Agreement;

1 2 "Disposal" has the meaning given to that term in the Relevant Facility Agreement;

1 3 "Event of Default" has the meaning given to that term in the Relevant Facility Agreement,

1 4 "Intercreditor Agreement" means the intercreditor agreement dated on or about the date of this Standard Security and made between, among others, the Chargor, the Common Security Agent, the Senior Agent and the Senior Mezzanine Agent,

1 5 "Relevant Facility Agreement" means

1 5 1 prior to the Senior Discharge Date, the Senior Facility Agreement, and

1 5 2 on or after the Senior Discharge Date, the Senior Mezzanine Facility Agreement,

1 6 "Security Period" means the period beginning on the date of this Standard Security and ending on the Final Discharge Date,

- 1 7 **"Security Subjects"** means ALL and WHOLE the subjects known as The Holiday Inn Edinburgh North, 107 Queensferry Road, Edinburgh, EH4 3HL being the subjects registered in the Land Register of Scotland under Title Number MID42893 together with (1) the parts, privileges and pertinents thereof, (2) the whole right, title and interest of the Chargor in and to the subjects hereby secured and (3) the heritable fixtures and fittings therein and thereon,
- 1 8 **"Senior Agent"** means Situs Asset Management Limited as facility agent for the Senior Lenders under the Senior Facility Agreement,
- 1 9 **"Senior Facility Agreement"** means the senior facility agreement dated 16 May 2013 between, among others, the Chargor, the Senior Agent and the Common Security Agent;
- 1 10 **"Senior Mezzanine Agent"** means Euro Dinero S Å R L as facility agent for the Senior Mezzanine Lenders under the Senior Mezzanine Facility Agreement,
- 1 11 **"Senior Mezzanine Facility Agreement"** means the senior mezzanine facility agreement dated 16 May 2013 between, among others, LRG Finance Limited as the senior mezzanine borrower, the Senior Mezzanine Agent and the Common Security Agent,
- 1.12 **"Standard Conditions"** means the standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and any lawful variation thereof operative for the time being

## 2 Undertaking to pay

The Chargor undertakes to the Common Security Agent to pay or discharge the Common Secured Obligations in the manner provided for in the Common Secured Debt Documents

## 3 Security

- 3 1 In security of the payment, discharge and performance of all the Common Secured Obligations the Chargor HEREBY GRANTS a Standard Security in favour of the Common Security Agent over ALL and WHOLE the Security Subjects
- 3.2 The Common Security Agent holds the benefit of this Standard Security on trust for the Common Secured Parties

## 4 Standard Conditions

Subject to Clause 5 (*Conflict*) the Standard Conditions shall apply, and the Chargor agrees that the Standard Conditions shall be varied in so far as lawful and applicable by (One) the whole terms, undertakings, obligations, powers, rights, provisions and others contained in the Senior Facility Agreement, the Senior Mezzanine Facility Agreement and the Intercreditor Agreement and (Two) the Standard Conditions shall be further varied in so far as lawful and applicable as follows:-

## 4 1 Default



For the purpose of Standard Condition 9(1) the Chargor shall only be held to be in default if an Event of Default occurs and is continuing

#### **4.2 Restrictions on Dealings**

The Chargor shall not

- (i) create or permit to subsist any Security on or over the Security Subjects (except for this Standard Security), or
- (ii) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of the Security Subjects; or
- (iii) sell, transfer, licence, lease or otherwise dispose of the Security Subjects,

unless permitted under the Senior Facility Agreement and the Senior Mezzanine Facility Agreement or, after the Senior Discharge Date the Senior Mezzanine Facility Agreement

#### **4.3 Further assurance**

The Chargor must, at its own expense, take whatever action the Common Security Agent may reasonably require for.

- (a) creating, perfecting or protecting any security intended to be created by or pursuant to this Standard Security, or
- (b) facilitating the realisation of the Security Subjects, or the exercise of any right, power or discretion exercisable, by the Common Security Agent or any of its delegates or sub-delegates in respect of the Security Subjects,

including executing any disposition, assignation, transfer or conveyance of or charge over the Security Subjects (whether to the Common Security Agent or its nominee) and making any registration or filing and giving any notice, order or direction which, in any such case, the Common Security Agent may (acting reasonably) think expedient.

#### **4.4 Acquisitions**

If the Chargor acquires any heritable or long lease property in Scotland after the date of this Standard Security it must:-

- (a) promptly notify the Common Security Agent;
- (b) promptly on request by the Common Security Agent and at the cost of the Chargor, execute and deliver to the Common Security Agent a standard security (substantially in the same form as this Standard Security) and if applicable an assignation of rents in favour of the Common Security Agent in respect of such heritable or long lease property in

such forms which the Common Security Agent may reasonably require and having regard to the form of any assignation of rents entered into pursuant to the Senior Facility Agreement; and

- (c) supply the Common Security Agent with such documents, information or confirmations as it requires to ensure that such standard security is registered or as applicable recorded at Registers of Scotland against such heritable or long lease property.

#### **4.5 Deposit of title deeds**

The Chargor must hold (or procure that its solicitors hold) to the order of the Common Security Agent all deeds and documents of title relating to the Security Subjects and all land and charges searches and similar documents and certificates (as applicable) received by it or on its behalf. For the avoidance of doubt this does not prevent the Chargor from submitting such documents as may be reasonably required to the Registers of Scotland in connection with a proper application provided that the Chargor submits a certified copy of the same (where applicable) and requests that the original document will be returned and held pursuant to this Clause.

#### **4.6 Liability**

The Common Security Agent shall not be liable, by reason of entering into possession of the Security Subjects to account as heritable creditor in possession or for any loss or realisation or for any default or omission for which a heritable creditor in possession might be liable.

#### **4.7 Application of proceeds**

Any monies received by the Common Security Agent after this Standard Security has become enforceable must be applied by the Common Security Agent in accordance with the terms of the Intercreditor Agreement.

#### **4.8 Protection of third parties**

No person (including a purchaser) dealing with the Common Security Agent or its agents will be concerned to enquire

- (a) whether the Common Secured Obligations have become payable,
- (b) whether any power which the Common Security Agent is purporting to exercise has become exercisable or is being properly exercised,
- (c) whether any money remains due under the Common Secured Debt Documents, or
- (d) how any money paid to the Common Security Agent is to be applied.

#### **4.9 Redemption of prior security**

4.9.1 At any time after this Standard Security has become enforceable, the Common Security Agent may

- (a) redeem any prior Security against or relating to the Security Subjects, and/or
- (b) procure the transfer of that Security to itself, and/or
- (c) settle and pass the accounts of the prior security holder, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor

4.9.2 The Chargor must pay to the Common Security Agent, immediately on demand, the costs and expenses incurred by the Common Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

#### 4.10 Contingencies

If this Standard Security is enforced at a time when no amount is due under the Common Secured Debt Documents but at a time when amounts may or will become due, the Common Security Agent may pay the proceeds of any recoveries effected by it into such number of suspense accounts or other accounts selected by it

#### 4.11 New Accounts

4.11.1 If any subsequent charge or other interest affects the Security Subjects, any Common Secured Party may open a new account with the Chargor

4.11.2 If a Common Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest

4.11.3 As from that time all payments made to that Common Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Common Secured Obligation.

#### 4.12 Expenses

The Chargor must

- (a) promptly on demand pay all costs and expenses (including legal fees) incurred in connection with this Standard Security by any Common Secured Party, attorney, mandatory, manager, agent or other person appointed by the Common Security Agent under this Standard Security including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise, and

- (b) keep each of them indemnified against any failure or delay in paying those costs and expenses,

provided that no Common Secured Party, attorney, mandatory, manager, agent or other person appointed by the Common Security Agent under this Standard Security shall be entitled to receive such costs and expenses if they have already been indemnified or received payment for such costs and expenses pursuant to any indemnity under any other Common Secured Debt Document

## **5 Conflict**

- 5.1 To the extent that the terms of the Standard Conditions conflict with or are inconsistent with the terms of this Standard Security or the Senior Facility Agreement or the Senior Mezzanine Facility Agreement or the Intercreditor Agreement then the terms of this Standard Security or the Senior Facility Agreement or the Senior Mezzanine Facility Agreement or the Intercreditor Agreement (as applicable) shall (to the extent of that conflict or inconsistency and to the extent permitted by law) prevail and have effect in preference to the Standard Conditions

## **6 Mandate and attorney**

The Chargor, irrevocably and severally appoints the Common Security Agent and any of its delegates or sub-delegates to be its mandatory and attorney to take any action which the Chargor is obliged to take under this Standard Security but has failed to take promptly following notice of such failure. The Chargor ratifies and confirms whatever any mandatory or attorney does or purports to do under its appointment under this Clause

## **7 Release**

- 7.1 The Common Security Agent must, at the request and cost of the Chargor, take whatever action is reasonably necessary to release the Security Subjects from this Standard Security,

15.1.1 at the end of the Security Period; or

15.1.2 In relation to a Disposal that is permitted

7.1.1.1 prior to the Senior Discharge Date, by the Senior Facility Agreement and the Senior Mezzanine Facility Agreement, and

7.1.1.2 on or after the Senior Discharge Date, by the Senior Mezzanine Facility Agreement

## **8 Governing law**

This Standard Security and any non-contractual obligations arising out of or in connection with it are governed by Scots law.

## **9 Jurisdiction**

- 9.1 The Scottish courts have exclusive jurisdiction to settle any dispute including a dispute relating to non-contractual obligations arising out of or in connection with this Standard Security (including a dispute regarding the existence, validity or termination of this Standard Security) (a "Dispute")
- 9.2 The Chargor agrees that the Scottish courts are the most appropriate and convenient courts to settle Disputes and accordingly will not argue to the contrary
- 9.3 This Clause is for the benefit of the Common Secured Parties only. As a result, no Common Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Common Secured Parties may take concurrent proceedings in any number of jurisdictions

## **10 Construction**

- 10.1 The provisions of Clause 1.2 (Construction) of the Intercreditor Agreement shall apply to this Standard Security as though they were set out in full in this Standard Security, except that references to the Intercreditor Agreement are to be construed as references to this Standard Security
- 10.2 Any covenant or undertaking of the Chargor under this Standard Security remains in force during the Security Period
- 10.3 If the Common Security Agent considers that an amount paid to a Common Secured Party under a Common Secured Debt Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Standard Security
- 10.4 In this Standard Security any reference to a Common Secured Debt Document or any other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Common Secured Debt Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility and a reference to an amendment includes a supplement, novation, restatement or extension and amended will be construed accordingly
- 10.5 References to the "debtor" in the Standard Conditions shall include the Chargor

## **11 Consent to registration**



The Chargor hereby consents to registration of this Standard Security for preservation and execution

## 12 Warrandice

The Chargor grants warrandice subject to (1) Lease between Holiday Inns (UK) Limited and Mercury Personal Communications Limited and MPC 92 Limited and MediaOne PCN Inc dated 22 September and 14 December both 1998 and registered in the Books of Council and Session and recorded in the General Register of Sasines (Midlothian) on 11 March 1999, (2) Lease between Inter Continental Hotels Group (UK) Limited, 02 (UK) Limited with the consent of Holiday Inn (Edinburgh North), Limited dated 6 and 21 December 2004 and registered in the Books of Council and Session on 29 March 2005; and (3) Lease between HI (Edinburgh North) Limited (therein named Holiday Inn (Edinburgh North) Limited) and LRG Hotels Group (UK) Limited (therein named Intercontinental Hotels Group (UK) Limited) dated 27 November 2003 and registered in the Books of Council and Session on 19 August 2004

IN WITNESS WHEREOF these presents consisting of this and the preceding 7 pages are executed as follows:-

They are subscribed for and on behalf of  
HI (EDINBURGH NORTH) LIMITED by

 (PETRA ELIAS)  
signature of  
director/secretary/authorised signatory/witness  
SREE MITRA (WITNESS)  
full name of above (print)  
  
ONE BISHOPS SQUARE  
LONDON E1 6AD.  
address of witness

signature of  
director/secretary/authorised signatory  
full name of above (print)  
22 May 2013  
date of signing  
LONDON.  
place of signing

ALLEN & OVERY LLP  
ONE BISHOPS SQUARE  
LONDON E1 6AD  
www.allenoverly.com