

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 NOT for**

You cannot use this form to  
particulars of a charge for a  
company. To do this, please  
form MG01s

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COMPANIES HOUSE

1

**Company details**

Company number

0 6 3 2 7 0 3 4

Company name in full

Menzies Hotels Property No 24 Limited (the **Chargor**)

For official use

3

→ **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 d8 m0 m6 y2 y0 y1 y1

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 security agreement dated 28 June 2011 between, among others, the  
Chargor and Bank of Scotland plc (the **Facility Agent**) as agent and  
trustee for the Finance Parties (as defined below) (the **Deed**).

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 each Obligor to any Finance Party  
under each Finance Document to which an Obligor is  
a party (each as defined below), 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

# MG01

## 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 Bank of Scotland plc

Address The Mound

Edinburgh

Postcode E H 1 1 Y Z

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 See continuation sheets

# MG01

## 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

# MG01

## 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 TMJ/0018069-0000497/17462771 1

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 3993



### 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)

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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

### 1. CREATION OF SECURITY

#### 1.1 General

- (a) All the security created under the Deed
  - (i) is created in favour of the Facility Agent,
  - (ii) is created over present and future assets of each Chargor,
  - (iii) is security for the payment of all the Secured Liabilities, and
  - (iv) 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
  - (i) that Chargor must notify the Facility Agent promptly,
  - (ii) this Security will secure all amounts which that Chargor may receive, or has received, under that document but exclude the document itself, and
  - (iii) unless the Facility Agent otherwise requires, that Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Deed
- (c) The Facility Agent holds the benefit of the Deed on trust for the Finance Parties

#### 1.2 Land

- (a) The Chargor charges:
  - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it, this includes the real property specified in Schedule 2 (Security assets) of the Deed under its name under the heading **Real Property**, and
  - (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it
- (b) A reference in this subclause to a mortgage or charge of any freehold or leasehold property includes
  - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
  - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or

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

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Short particulars

payable in respect of those covenants

#### 1.3 Investments

##### (a) The Chargor charges

- (i) by way of a first legal mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf, and
- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf

##### (b) A reference in this subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes

- (i) any dividend or interest paid or payable in relation to it, and
- (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

#### 1.4 Plant and machinery

The Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession

#### 1.5 Restricted credit balances

The Chargor charges by way of first fixed charge all of its rights in respect of any amount standing to the credit of any Restricted Account and the debt represented by it

#### 1.6 Book debts etc.

The Chargor charges by way of a first fixed charge

- (a) all of its book and other debts,
- (b) all other moneys due and owing to it, and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above

#### 1.7 Insurances

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption

- (a) all of its rights in respect of any contract of insurance taken out by it or on its behalf or in which it has an interest, and

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- (b) all monies payable and all monies paid to it under or in respect of all such contracts of insurance

### 1.8 Hedging

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Documents

### 1.9 Other contracts

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of

- (a) under any lease document,
- (b) in respect of all rental income,
- (c) under any guarantee of rental income contained in or relating to any lease document,
- (d) under each appointment of a managing agent,
- (e) under any agreement relating to the purchase of a property by the Chargor,
- (f) any letter of credit issued in its favour,
- (g) any bill of exchange or other negotiable instrument held by it, and
- (h) any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause, this includes the agreements (if any) specified in Schedule 2 (Security Assets) of the Deed under its name under the heading **Relevant Contracts**

### 1.10 Intellectual property

The Chargor charges by way of a first fixed charge, all of its rights in respect of

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right, this includes the patents and trademarks (if any) specified in Schedule 2 (Security Assets) of the Deed under its name under the heading **Specific Intellectual Property Rights**,
  - (b) any copyright or other intellectual property monopoly right, or
  - (c) any interest (including by way of licence) in any of the above,
- in each case whether registered or not and including all applications for the same

### 1.11 Miscellaneous

The Chargor charges by way of first fixed charge

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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) any beneficial interest, claim or entitlement it has in any pension fund,
- (b) its goodwill,
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and
- (e) its uncalled capital

### 1.12 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 the Deed and in the case of assets located in Scotland or governed by Scots law, whether or not the same have been effectively mortgaged, charged or assigned under the Deed
- (b) Except as provided below, the Facility Agent may by notice to the Chargor convert the floating charge created by that Chargor under this subclause into a fixed charge as regards any of that Chargor's assets specified in that notice, if
  - (i) an Event of Default is outstanding, or
  - (ii) the Facility Agent 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
  - (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
- (f) The floating charge created by this Subclause shall only charge any residual interest that the Chargor has in the cash balances standing to the credit of the Customer Deposit Account and Timeshare Account



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

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- (g) Paragraphs (b) and (d) of Clause 1 12 (Floating charge) of the Deed will not apply to any asset of the Chargor located in Scotland or governed by Scots law if, and to the extent that, a Receiver would not be capable of exercising his power in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such conversion

### 2. VOTING RIGHTS

- (a) Before the Security becomes enforceable
- (i) the voting rights, powers and other rights in respect of the Investments must (if exercisable by the Facility Agent) be exercised in any manner which the Chargor may direct in writing, and
- (ii) all dividends or other income paid or payable in relation to any Investments must be paid directly to the Chargor
- (b) The Chargor must indemnify the Facility Agent against any loss liability incurred by the Facility Agent as a consequence of the Facility Agent acting in respect of the Investments as permitted by the Deed on the direction of the Chargor
- (c) After the Security has become enforceable, the Facility Agent may exercise (in the name of the Chargor and without any further consent or authority on the part of the the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise

### 3. RESTRICTIONS ON DEALINGS

The Chargor may 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 may agree

**Account Bank** means, in relation to a Restricted Account, the bank with which the Restricted Account is maintained

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

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

**Arranger** means Bank of Scotland plc

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Please give the short particulars of the property mortgaged or charged

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**Assignment of Rent** means each assignment of rent dated on or about the date of this Agreement entered into by the relevant Obligor in relation to a Scottish Property in favour of the Facility Agent

**Capex Facility** means the capex loan facility referred to in Clause 24 (Capex Facility), the terms of which are set out in the Credit Agreement

**Capex Facility Loan** means a loan made available under the Capex Facility

**CHAL Sub-Participation Agreement** means the sub-participation agreement dated the date of this Agreement between the Company and Bank of Scotland plc entered into in connection with the Existing Term Facility

**CHL Sub-Participation Agreement** means the sub-participation agreement dated the date of this Agreement between the Parent and Bank of Scotland plc entered into in connection with the Existing Term Facility

**Company** means Cordial Hotels Acquisition Limited, a company incorporated in England and Wales with company registration number 07582402 and having its registered office at Bakum House, Etwall Road, Mickleover, Derbyshire DE3 0DL

**Core Propco** means each of

- (a) Menzies Hotels Property No 2 Limited,
- (b) Menzies Hotels Property No 4 Limited,
- (c) Menzies Hotels Property No 5 Limited,
- (d) Menzies Hotels Property No 6 Limited,
- (e) Menzies Hotels Property No 7 Limited,
- (f) Menzies Hotels Property No 8 Limited,
- (g) Menzies Hotels Property No 10 Limited,
- (h) Menzies Hotels Property No 11 Limited,
- (i) Menzies Hotels Property No 12 Limited,
- (j) Menzies Hotels Property No 14 Limited,
- (k) Menzies Hotels Property No 16 Limited,
- (l) Menzies Hotels Property No 18 Limited,
- (m) Menzies Hotels Property No 20 Limited,
- (n) Menzies Hotels Property No 21 Limited,
- (o) Menzies Hotels Property No 22 Limited,

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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(p) Menzies Hotels Property No 23 Limited, and

(q) Menzies Hotels Property No 24 Limited

**Credit Agreement** means the £165,020,000 credit agreement dated 27 June 2011 between (among others) the Company and the Facility Agent

**Customer Deposit Account** means the bank account designated the 'customer deposit account' and maintained by the Company with the Facility Agent, pursuant to the terms of the Credit Agreement

**Debenture** means the debenture dated 27 June 2011 between the Company, the Parent and the Facility Agent

**Dormant Company** means each of

(a) Menzies Hotels & Leisure Management Services Limited a company incorporated in England and Wales with registered number 02746610,

(b) Menzies Hotels (Property) Limited a company incorporated in Scotland with registered number SC138897, and

(c) Menzies Hotels Property No 17 Limited a company incorporated in England and Wales with registered number 06327081

**Event of Default** means any event or circumstance specified as such in Clause 23 (Default) of the Credit Agreement

**Existing Term Facility** means the facility agreement originally dated 10 October 2006 (as amended and restated on 28 August 2007 and 7 May 2008), between, among others, Piccadilly Hotels 2 Limited, Bank of Scotland plc as arranger, facility agent, hedging bank and guarantor bank

**Finance Document** means

(a) the Credit Agreement,

(b) the Intercreditor Agreement,

(c) a Security Document,

(d) a Transfer Certificate,

(e) an Accession Agreement,

(f) a Resignation Request,

(g) any Hedging Documents,

(h) any Overdraft Documents,

(i) a Sub-Participation Agreement, or

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

Please give the short particulars of the property mortgaged or charged

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(j) any other document designated as such by the Facility Agent and the Company

**Finance Party**, means a Lender, an Overdraft Lender, an Administrative Party or the Original Hedge Counterparty

**Floating Charge** means each floating charge dated on or about the date of the Credit Agreement entered into by the relevant Obligor in relation to a Scottish Property in favour of the Facility Agent

**Group** means the Parent, the Company and their respective Subsidiaries for the time being

**Guarantor** means an Original Guarantor or an Additional Guarantor

**Hedging Documents** means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Company and the Original Hedge Counterparty for the purpose of hedging the interest rates liabilities in relation to the Tranche A Facility, Tranche B Facility and Tranche C Facility which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, is required to be hedged under the Credit Agreement

**Intercreditor Agreement** means the intercreditor agreement between the Parent, the Company and Bank of Scotland plc dated the date of the Credit Agreement

**Investments** means

- (a) all other shares, stocks, debentures, bonds or other securities and investments included in the definition of **Security Assets** in Clause 1.1 (Definitions) of the Deed,
- (b) any dividend or interest paid or payable in relation to any of the above, and
- (c) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise

**Lender** means

- (a) the Original Lender, or
- (b) any person which becomes a Party in accordance with Clause 31.2 (Assignments and transfers by Lenders) of the Credit Agreement,

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

**Loan** means a Tranche A Facility Loan, a Tranche B Facility Loan, a Tranche C Facility Loan or a Capex Facility Loan as applicable.

**Obligor** means the Company or a Guarantor

**Original Guarantor** means the Parent

**Original Lender** means Bank of Scotland plc

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Please give the short particulars of the property mortgaged or charged

Short particulars

**Original Hedge Counterparty** means Bank of Scotland plc

**Overdraft Facility** means any overdraft facility made available by the Overdraft Lender

**Overdraft Lender** means Bank of Scotland plc

**Overdraft Document** means each document (other than the Credit Agreement) relating to or evidencing the term of an Overdraft Facility

**Parent** means Cordial Hotels Limited, a company incorporated in England and Wales with company registration number 07391955 having its registered office at Bakum House, Etwall Road, Mickleover, Derbyshire DE3 0DL

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

**Receiver** means an administrative receiver, receiver and manager or a receiver, in each case, appointed under the Deed

**Restricted Account** means the accounts specified in Schedule 2 of the Deed and includes

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Restricted Account is transferred, and
- (b) any account which is a successor to a Restricted Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Restricted Account is transferred for investment or administrative purposes

**Resignation Request** means a letter in the form of Schedule 10 (Form of Resignation Request) of the Credit Agreement, with such amendments as the Facility Agent and the Company may agree

**Scottish Property** means

- (a) 27 Washington Street, Glasgow (title number GLA12595) and 12 Washington Street, Glasgow (title number GLA180965),
- (b) Skean Dhu Dyce Hotel, Faburn Terrace, Dyce, Aberdeen (title number ABN56745), and
- (c) Thistle Hotel, 46 Annick Road, Irvine (title number AYR43824)

**Scottish Security Document** means

- (a) each Floating Charge,
- (b) each Standard Security, and
- (c) each Assignment of Rent

**Security** means any security created by the Deed

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

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Please give the short particulars of the property mortgaged or charged

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#### Security Document means

- (a) the Deed,
- (b) the Debenture, and
- (c) each Scottish Security Document

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

**Standard Security** means each standard security entered into by the relevant Obligor in relation to a Scottish Property in favour of the Facility Agent

**Subsidiary** means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50% of the voting capital or similar right of ownership and **control** for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise

#### Sub-Participation Agreement means

- (a) the CHAL Sub-Participation Agreement, and
- (b) the CHL Sub-Participation Agreement

**Target** means Menzies Hotel Group Limited and Menzies Hotels Operating Limited

**Target Accession Date** means the day following the first Utilisation Date

**Target Group** means each Target and its Subsidiaries from time to time being, as at the Target Accession Date

- (a) Menzies Hotels Limited a company incorporated in England and Wales with registered number 02519633,
- (b) each Core Propco, and
- (c) each Dormant Company

**Timeshare Account** means the bank account designated the 'timeshare account' and maintained by the Company with the Facility Agent

**Tranche A Facility** means the tranche of the term loan facility referred to in Clause 2.1 (Tranche A Facility), the terms of which are set out in the Credit Agreement

**Tranche A Facility Loan** means a loan made available under the Tranche A Facility

**Tranche B Facility** means the tranche of the term loan facility referred to in Clause 2.2 (Tranche B Facility), the terms of which are set out in the Credit Agreement

**Tranche B Facility Loan** means a loan made available under the Tranche B Facility

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Please give the short particulars of the property mortgaged or charged

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**Tranche C Facility** means the term loan facility referred to in Clause 2.3 (Tranche C Facility), the terms of which are set out in the Credit Agreement

**Tranche C Facility Loan** means a loan made available under Tranche C Facility

**Transfer Certificate** means

(a) for a transfer by assignment, assumption and release, a certificate substantially in the form of Part 1 of Schedule 6 (Forms of Transfer Certificate) of the Credit Agreement, and

(b) for a transfer by novation, a certificate substantially in the form of Part 2 of Schedule 6 (Forms of Transfer Certificate) of the Credit Agreement,

in each case with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Company

**Utilisation Date** means the date of a utilisation, being the date on which the relevant Loan is to be made



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

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

**COMPANY NO. 6327034  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 28  
JUNE 2011 AND CREATED BY MENZIES HOTELS PROPERTY  
NO.24 LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM EACH OBLIGOR 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 1 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 JULY 2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES