

MR01

Particulars of a charge

Laserform

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

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

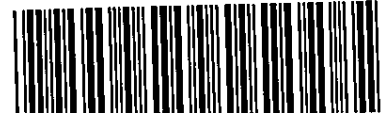
✗ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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 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 must be scanned and placed on the public record. **Do not send the original.**

TUESDAY



S3KEKLE3

SCT

11/11/2014

#194

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

9

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 d 3 d 1 m 1 m 0 y 2 y 0 y 1 y 4

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 SANTANDER UK PLC AS SECURITY AGENT

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

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

ALL and WHOLE the subjects at and forming the Menzies Hotel, 46 Annick Road, Irvine KA11 4LD being the whole subjects registered in the Land Register of Scotland under title number AYR43824

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

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

☐

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

9

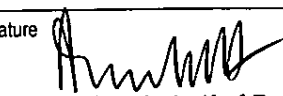
Signature

Please sign the form here

Signature

Signature

X



For and on behalf of Burness Paul LLP

X

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record

Contact name JONATHAN HEANEY (SAN/2051/83)

Company name BURNES PAULL LLP

Address 50 LOTHIAN ROAD

FESTIVAL SQUARE

Post town EDINBURGH

County/Region

Postcode E H 3 9 W J

Country

DX ED73 EDINBURGH

Telephone 0131 473 6000



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 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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6327034

Charge code: 0632 7034 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st October 2014 and created by MENZIES HOTELS PROPERTY NO 24 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th November 2014.

Sx

Given at Companies House, Cardiff on 17th November 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

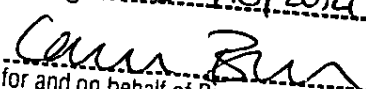
Burness Paull

MENZIES HOTELS PROPERTY NO.24 LIMITED
as Chargor

and

SANTANDER UK PLC
as Security Agent for the Secured Parties

STANDARD SECURITY
in respect of subjects at Menzies Hotel, 46 Annick Road, Irvine KA11 4LD

Certified a true copy
Glasgow... 30/10/2014

for and on behalf of Burness Paull LLP

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INSTRUMENT

by

- (1) **MENZIES HOTELS PROPERTY NO.24 LIMITED**, a company incorporated under the Companies Acts with registered number 06327034 and having its registered office at 55 Baker Street, London W1U 7EU (the "**Chargor**")

in favour of

- (2) **SANTANDER UK PLC**, a company incorporated under the Companies Acts with registered number 02294747 and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN as Security Agent for the Secured Parties as defined in the Facility Agreement referred to below (the "**Security Agent**")

CONSIDERING THAT -

- (i) the Secured Parties have agreed to make a loan facility available under the Facility Agreement (as defined below);
- (ii) one of the conditions precedent to the availability of the facility referred to in paragraph (i) above is that the Chargor grants to the Security Agent this standard security

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS -

1 DEFINITIONS AND INTERPRETATION

1.1 In this Instrument:-

"Facility Agreement" means the £67,500,000 facility agreement dated on or about the date of the Chargor's execution of this Instrument between (amongst others) the Chargor, the Secured Parties and the Security Agent,

"Secured Parties" has the meaning given to it in the Facility Agreement,

"Secured Liabilities" means all monies and liabilities now or after the date of this Instrument due owing or incurred by the Obligors (or any of them) to the Finance Parties (or any of them) under the Finance Documents (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Finance Party under any Finance Document; and

the "Security Subjects" means ALL and WHOLE the subjects at and forming the Menzies Hotel, 46 Annick Road, Irvine, KA11 4LD being the whole subjects registered in the Land Register of Scotland under Title Number AYR43824 together with (One) the whole buildings and erections thereon (Two) the fittings and fixtures therein and thereon (Three) the parts, privileges and pertinents thereof (Four) the whole rights common, mutual and exclusive effecting thereto and (Five) the Chargor's whole right, title and interest, present and future, therein and thereto

1 2 Construction

- 1 2 1 Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Instrument, the same meaning in this Instrument
- 1 2 2 The provisions of clause 1 2 (Interpretation) of the Facility Agreement apply to this Instrument as though they were set out in full in this Instrument except that references to the Facility Agreement are to be construed as references to this Instrument
- 1 2 3 A Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility
- 1 2 4 If the Security Agent considers that an amount paid to it or any Secured Party 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 Instrument

2 BOND

The Chargor undertakes to the Security Agent for itself and as trustee for the Secured Parties that it will pay or discharge to the Security Agent all the Secured Liabilities when the Secured Liabilities become due for payment or discharge (whether by acceleration or otherwise)

3 CHARGE

The Chargor hereby in security of the Secured Liabilities grants a standard security in favour of the Security Agent over the Security Subjects

4 STANDARD CONDITIONS

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being, shall apply and the Chargor agrees that the Standard Conditions shall be varied to the effect that -

- 4 1 the Chargor shall not create or agree to create any subsequent security over the Security Subjects or any part thereof except with the prior written consent of the Security Agent;
- 4 2 the insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the Security Subjects and not their open market value, and
- 4 3 wherever and to the extent that the Standard Conditions are inconsistent with the terms of the Facility Agreement, the terms of the Facility Agreement shall prevail and that to such extent the Standard Conditions shall be varied by the terms of the Facility Agreement

5 **ENFORCEMENT**

Upon the occurrence of an Event of Default which is continuing -

- 5 1 the Chargor, shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions, and
- 5 2 the Security Agent shall be able to take warrant of summary ejection against the Chargor, for the purposes of obtaining possession of the Security Subjects.

6 **NOTICE OF SUBSEQUENT CHARGE**

If the Security Agent or any other Finance Party receives notice of any subsequent charge or other interest affecting all or any part of the Security Subjects the Security Agent and each other Finance Party may open a new account or accounts in the name of the Chargor and, if or insofar as the Security Agent or such other Finance Party does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it receives such notice and as and from that time all payments made by the Chargor to the Security Agent (whether in its capacity as trustee or otherwise) or to another Finance Party shall, notwithstanding any instructions by the Chargor to the contrary, be credited or treated as having been credited to the new account or accounts and shall not operate to reduce the amount due by the Chargor to the Security Agent or such Finance Party at the time the notice was received

7 **APPLICATION OF ENFORCEMENT PROCEEDS**

- 7 1 All monies received by the Security Agent or any Receiver under or by virtue of this Instrument shall be applied in the following order -
- 7 1 1 in discharging any sums owing to the Security Agent, any Receiver or any Delegate,
- 7 1 2 in payment of all costs and expenses incurred by the Security Agent or any Secured Party in connection with any realisation or enforcement of the

Transaction Security taken in accordance with the terms of the Facility Agreement and any other Finance Document,

7.1.3 in or to the Security Agent to be applied in or toward payment of the Secured Liabilities in the following order

- (a) firstly, in payment of any amounts due under any Headlease,
- (b) secondly, in or towards payment pro rata of any unpaid fees, costs and expenses of, and other amounts owing to the Security Agent, the Arranger, any Receiver or any Delegate under the Finance Documents,
- (c) thirdly, in or towards payment pro rata of any other accrued fees, costs and expenses due but unpaid under the Finance Documents,
- (d) fourthly, in or towards payment pro rata of any accrued interest on any Property Protection Loans due but unpaid under the Facility Agreement,
- (e) fifthly, in or towards payment pro rata of any principal of Property Protection Loans due but unpaid under the Facility Agreement,
- (f) sixthly, in or towards payment pro rata of
 - (i) any accrued interest due but unpaid under the Facility Agreement, and
 - (ii) any amount due but unpaid to a Hedge Counterparty by way of periodic payments under any Hedging Agreement (not being payments as a result of any termination, closing out and/or determination of all or any part of any Hedge Transaction),
- (g) seventhly, in or towards payment pro rata of
 - (i) any principal due but unpaid under the Facility Agreement, and
 - (ii) any net payments to a Hedge Counterparty as a result of any termination, closing out and/or determination of all or any part of any Hedge Transaction, and
- (h) eighthly, in or towards payment pro rata of any other Unpaid Sum, and
- (i) the balance (if any) will be applied as required by law

7.2 The Security Agent and any Receiver may place any money received, recovered or realised pursuant to this Instrument in an interest bearing suspense account and it may

retain the same for such period as it considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Liabilities

8 ASSIGNATION BY THE SECURITY AGENT

The Security Agent may assign and transfer all of its rights and obligations under this Instrument to a replacement Security Agent appointed in accordance with the terms of the Finance Documents. Upon such assignation and transfer taking effect, the replacement Security Agent shall be and be deemed to be acting for itself and as trustee for the Secured Parties for the purposes of this Instrument in place of the previous Security Agent.

9 EXPENSES AND INDEMNITY

The Chargor shall promptly on demand pay all costs and expenses in accordance with clause 20 (*Costs and Expenses*) and clause 21 (*Guarantee and Indemnity*) of the Facility Agreement and any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise and any references therein to the Borrowers or an Obligor shall be construed as references to the Chargor.

10 NOTICES

All notices, requests, demands and other communications to be given under this Instrument shall be given and/or be deemed to be given in the same manner as notices to be given under the Facility Agreement and the terms of clause 36 (*Notices*) of the Facility Agreement shall apply *mutatis mutandis* to this Instrument as though that clause were set out in full in this Instrument.

11 GOVERNING LAW AND JURISDICTION

This Instrument shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Security Agent, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Security Agent to proceed against the Chargor in any other appropriate jurisdiction.

12 WARRANTICE AND CONSENT TO REGISTRATION

- 12.1 The Chargor hereby grants warrantice under exception of Lease between the Chargor and Topland Hotels (No 14) Limited dated 29 November 2013 and registered in the Books of Council and Session on 9 January 2014 the tenant's interest in which is registered in the Land Register of Scotland under Title Number AYR98287.

12.2 A certificate signed by any official, manager or equivalent account officer of the Security Agent shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time and shall constitute a balance and charge against the Chargor, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment. The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation and execution. IN WITNESS WHEREOF these presents consisting of this and the preceding 5 pages are executed as follows -

THE CHARGOR

SUBSCRIBED for and on behalf of
the said MENZIES HOTELS
PROPERTY NO 24 LIMITED

at 105 WIGMORE STREET LONDON W1U 1QY

on 23 OCTOBER 2014

by EDME ZAKAY

Print Full Name

[Signature]
Director

before this witness

THOMAS RICHARD BETTS

Print Full Name

[Signature]
Witness

Address

4 CRANFIELD PARK

BURSTALL

SUFFOLK