

MR01

Particulars of a charge

002346/13



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

☒ **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**
21 days beginning with the day after the date of creation of the
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
scanned and placed on the public record. **Do not send the original**

SATURDAY



A3N3SQNU

A50

20/12/2014

#192

COMPANIES HOUSE

1 Company details

Company number 0 6 4 1 7 4 7 4

Company name in full Ability Hotels (Dunblane) Limited (the "Company")

8 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 1 8 1 2 2 0 1 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 CBRE Loan Servicing Limited (as security trustee for each of the
Finance 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

MR01

Particulars of a charge

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 tenant's interest in the lease granted by Standard Life Investment Funds Limited in favour of the Company dated 20 and 21 December 2010 and registered in the Land Register of Scotland under Title Number PTH38647

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  X

For and on behalf of Brodie's LLP

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 **KERRIE MCQUEEN**

Company name **BRODIES LLP**

Address **BRODIES HOUSE**

31-33 UNION GROVE

Post town **ABERDEEN**

County/Region **ABERDEENSHIRE**

Postcode

A	B	1	0	6	S	D
---	---	---	---	---	---	---

Country **SCOTLAND**

DX **AB 10**

Telephone **01224 392 294**

**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 Fountambridge, 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: 6417474

Charge code: 0641 7474 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2014 and created by ABILITY HOTELS (DUNBLANE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th December 2014.

Given at Companies House, Cardiff on 31st December 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

STANDARD SECURITY

by

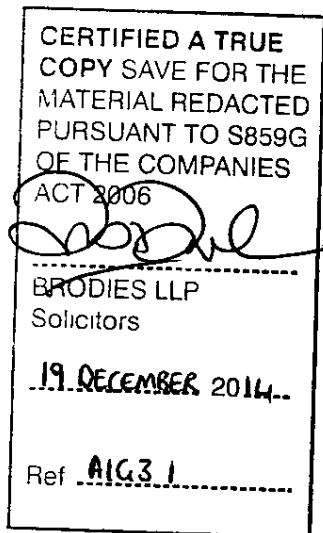
ABILITY HOTELS (DUNBLANE) LIMITED

in favour of

CBRE LOAN SERVICING LIMITED
(as Common Security Trustee)

Security Subjects Tenant's interest in Doubletree by Hilton, Perth Road, Dunblane FK15 0HG

2014



Brodies LLP
Brodies House
31-33 Union Grove
Aberdeen AB10 6SD
T. 01224 392 242
F 01224 392 244
DX AB10
Ref: AIG3 1 NSR/IJW
FAS 0468
2014

STANDARD SECURITY

by

ABILITY HOTELS (DUNBLANE) LIMITED a company incorporated in England & Wales with Company Number 06417474 and having its registered office at Top Floor, Hampton by Hilton, 42-50 Kimpton Road, Luton, Bedfordshire LU2 0NB (the **Chargor**),

in favour of

CBRE LOAN SERVICING LIMITED, a private limited company incorporated in England & Wales with company number 05469838 and having its registered office at St Martin's Court, 10 Paternoster Row, London, EC4M 7HP as security trustee for each of the Finance Parties (the **Common Security Trustee**)

1 Definitions

Unless the contrary intention is expressed, all defined terms in the Senior Facility Agreement shall have the same meaning in this Standard Security and

Event of Default means each of a Senior Event of Default or a Mezzanine Event of Default

Finance Document means each of a Senior Finance Document and a Mezzanine Finance Document

Finance Party means each of a Senior Finance Party and a Mezzanine Finance Party

Intercreditor Agreement means an intercreditor agreement dated on or about the date of this Standard Security between, amongst others, the Common Security Trustee (1), the Senior Agent (2), the Senior Borrower (3), the Mezzanine Agent (4) and the Mezzanine Borrower (5) and any agreement entered into under or supplemental to it or amending, restating or novating it

Liabilities means all monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from each Obligor to the Finance Parties under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety

Mezzanine Agent means the "Agent" under and as defined in the Mezzanine Facility Agreement

Mezzanine Borrower means Ability Hotels (III) Holdings Limited (registered in England and Wales with number 09325606) whose registered office is at Top Floor, Hampton by Hilton, 42-50 Kimpton Road, Luton, Bedfordshire, LU2 0NB, England

Mezzanine Event of Default means an "Event of Default" under and as defined in the Mezzanine Facility Agreement

Mezzanine Facility Agreement means a facility agreement dated on or about the date of this Standard Security and made between, amongst others, the Mezzanine Agent (1) and the Mezzanine Borrower (2) and any agreement entered into under or supplemental to it or amending, restating or novating it

Mezzanine Finance Document means a "Finance Document" under and as defined in the Mezzanine Facility Agreement

Mezzanine Finance Party means a "Finance Party" under and as defined in the Mezzanine Facility Agreement

Mezzanine Obligor means an "Obligor" under and as defined in the Mezzanine Facility Agreement

Obligor means each of a Senior Obligor and a Mezzanine Obligor

Security Subjects means ALL and WHOLE the tenant's interest in the lease granted by Standard Life Investment Funds Limited in favour of Ability Hotels (Dunblane) Limited dated 20 and 21 December 2010 and registered in the Land Register of Scotland under Title Number PTH38647

Senior Agent means the "Agent" under and as defined in the Senior Facility Agreement

Senior Borrower means Ability Hotels (III) Finance Limited (registered in England and Wales with number 09325467) whose registered office is at Top Floor, Hampton by Hilton, 42-50 Kimpton Road, Luton, Bedfordshire, LU2 0NB, England

Senior Event of Default means an "Event of Default" under and as defined in the Senior Facility Agreement

Senior Facility Agreement means a facility agreement dated on or about the date of this Standard Security and made between, amongst others, the Senior Agent (1) and the Senior Borrower (2) and any agreement entered into under or supplemental to it or amending, restating or novating it

Senior Finance Document means a "Finance Document" under and as defined in the Senior Facility Agreement

Senior Finance Party means a "Finance Party" under and as defined in the Senior Facility Agreement

Senior Obligor means an "Obligor" under and as defined in the Senior Facility Agreement

2 Interpretation

2.1 Unless otherwise indicated any reference in this Standard Security to

- (a) a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (in each case whether or not having separate legal personality),
 - (b) any person shall include that persons successor in title, permitted assignees or assigns or permitted transferees and in the case of the Common Security Trustee, shall include such other person as may from time to time be appointed as Common Security Trustee for the Finance Parties,
 - (c) a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation,
 - (e) words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders,
 - (f) a clause heading is a reference to a clause or sub-clause of this Standard Security and is for ease of reference only, and
 - (g) this Standard Security (and any provisions of it) or any other document referred to in this Standard Security shall be construed as references to it for the time being as amended, varied, supplemented, restated, substituted, replaced or novated from time to time
- 2 2 If any provisions of this Standard Security shall conflict with any term of the Senior Facility Agreement then the relevant term of the Senior Facility Agreement shall prevail
- 2 3 An Event of Default or a Default which is "**continuing**" is continuing if it has not been waived in writing by the Agent or remedied to the satisfaction of the Agent
- 3 Security**
- In security for the payment and discharge of the Liabilities, the Chargor grants a standard security in favour of the Common Security Trustee 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 Standard Conditions shall be varied to the effect that
- 4 1 the definitions in the said Schedule 3 shall have effect also for the purposes of the following variations,
- 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 the market value thereof,

- 4 3 all policies of insurance affording cover in respect of the Security Subjects shall be disclosed to the Common Security Trustee by the Chargor in order that they may be written or endorsed for the interests of the Common Security Trustee and the Chargor as the Common Security Trustee may require and shall in other respects be deemed for the purpose of this Standard Security to have been effected under Standard Condition 5(a) All rights and claims under policies effected or deemed to have been effected under Standard Condition 5(a) are hereby assigned in security by the Chargor to the Common Security Trustee and all monies becoming payable under any such policies shall be applied in making good the loss or damage in respect of which such monies become payable or, if the Common Security Trustee so requires, in or towards the discharge of the Liabilities,
- 4 4 it shall be an obligation on the Chargor not to create or agree to create a subsequent security over the Security Subjects or any part thereof or convey or assign the same or any part thereof or make directly or indirectly any application for planning permission in relation to the Security Subjects or any part thereof or make application for an improvement grant or other grant in respect of the Security Subjects or any part thereof, without the prior consent in writing of the Common Security Trustee in each case which consent if granted may be so granted subject to such conditions as the Common Security Trustee may see fit to impose, and
- 4 5 if the Common Security Trustee shall enter into possession of the Security Subjects the Common Security Trustee shall be entitled (if it thinks fit) at the expense and risk of the Chargor to remove, store, sell or otherwise deal with any furniture, goods, equipment or other moveable property left in or upon the Security Subjects (to the extent owned by the Chargor and not those owned by any permitted occupier or any third party) and not removed within fourteen days of the Common Security Trustee entering into possession, without the Common Security Trustee being liable for any loss or damage occasioned by the exercise of this power The Common Security Trustee shall however be subject to an obligation to account for the proceeds of any such sale after deducting all expenses incurred by the Common Security Trustee in relation to such furniture, goods, equipment or other moveable property
- 4 6 For the avoidance of doubt, upon the occurrence of an Event of Default which is continuing, the Chargor shall be held to be in default within the meaning of standard condition 9(1)(b) of the Standard Conditions
- 5 Chargor's obligations**
- 5 1 The Chargor undertakes with the Common Security Trustee that it will on demand, pay and discharge each and all of the Liabilities when due in accordance with the terms of the Finance Documents and will indemnify and keep each Finance Party indemnified from and against all actions, charges, claims, costs, damages, proceedings and other liabilities occasioned by any breach of any covenants, undertakings or other obligations of the Chargor to that Finance Party
- 5 2 The payment obligations of the Chargor under the Finance Documents shall survive the enforcement of the whole or any part of the Security Subjects

- 5 3 The obligations hereby undertaken by the Chargor shall bind all person(s) included in the expression "the Chargor" and his, her or their successors and representatives whomsoever all jointly and severally without the necessity of discussing them in their order
- 5 4 The Common Security Trustee may (without releasing, modifying, rendering unenforceable or otherwise prejudicing the security and liabilities hereby constituted, except insofar as the Common Security Trustee expressly so agrees) allow any person(s) any time or indulgence or enter into, renew, vary or end any arrangement, security or guarantee with any person(s)
- 5 5 Any person who under this Standard Security is liable for the debts of another shall not in competition with or in priority to the Common Security Trustee make any claim against that other nor take or share in or enforce any security in respect of such debts, until such debts have been paid to the Common Security Trustee in full, nor shall such liability be affected by the existence of any other security or guarantee nor by any other security or guarantee being or becoming void or unenforceable, and the Common Security Trustee may place to the credit of a suspense account for so long as it considers desirable any moneys received in respect of such debts without any obligation to apply them towards payment of such debts, and in applying moneys towards payment of such debts the Common Security Trustee may appropriate them towards such part(s) of the debts as it thinks fit

6 Warrandice

And the Chargor grants warrandice but excepting therefrom (i) the area shown outlined in red and marked "Parking for Newton Cottage" on the plan annexed and signed as relative hereto ("Plan"), which is demonstrative and not taxative, and (ii) the vehicular and pedestrian access rights (if any) exercised by the proprietors of Newton Cottage to access Newton Cottage and the Parking for Newton Cottage over the area shown coloured blue on the Plan

7 Consent to Registration

The Chargor and the Common Security Trustee consent to the registration of these presents for preservation and execution

8 Governing Law

This Standard Security and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with Scots law

9 Testing clause

This Standard Security together with the plan annexed hereto is executed as follows -

EXECUTED for and on behalf of
ABILITY HOTELS (DUNBLANE) LIMITED
acting by

signature of
director/secretary/authorised signatory/witness

DEBORAH BELSHAW
full name of above (print)

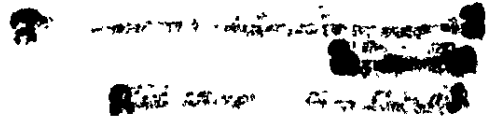
address of witness

signature of
director/secretary/authorised signatory

ANDREAS PANAYIOTOU
full name of above (print)

09-12-2014
date of signing

LUTON
place of signing



This is the Plan referred to in the forgoing Standard Security by Ability Hotels (Dunblane) Limited in favour of CBRE Loan Servicing Limited (as common security trustee)

CAR PARKING PLAN

