

MR01 ~~14~~ 193439/613
Particulars of a charge



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 the
instrument. Use form MR0

For further information, please
refer to our guidance at:

This form **must be delivered to the Registrar for registration with
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.

SATURDAY



S4DD065U
SCT 08/08/2015 #463
COMPANIES HOUSE

You **must** enclose a certified copy of the instrument with this form. The
scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number S C 0 7 3 4 8 9

Company name in full APEX HOTELS 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 d 0 d 5 m 0 m 8 y 2 y 0 y 1 y 5

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 THE ROYAL BANK OF SCOTLAND PLC

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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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 subjects known as Harbour Chambers and Custom House, Dock Street, Dundee being the subjects registered in the Land Register for Scotland under Title Number ANG64564.

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
PARTNER, FOR PINSENT MASON'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 **EMMA JOHNSON**

Company name
Pinsent Masons LLP

Address **141 Bothwell Street**

Post town **Glasgow**

County/Region

Postcode **G 2 7 E Q**

Country

DX **DX GW 135 GLASGOW**

Telephone **+44 (0) 141 567 8400**



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: 73489

Charge code: SC07 3489 0077

The Registrar of Companies for Scotland hereby certifies that a charge dated 5th August 2015 and created by APEX HOTELS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th August 2015.

Given at Companies House, Edinburgh on 17th August 2015



Companies House



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

We certify that, save for material
redacted pursuant to s.859G of the
Companies Act 2006, this copy instrument is a
correct copy of the original instrument



PARTNER, FOR PINSENT MASONS LLP

STANDARD SECURITY

by

APEX HOTELS LIMITED

in favour of

THE ROYAL BANK OF SCOTLAND PLC

Subjects: Harbour Chambers and Customs House, Dock Street, Dundee



Pinsent Masons

Pinsent Masons LLP
141 Bothwell Street
Glasgow
G2 7EQ

Tel: +44 (0)141 567 8400

Fax: +44 (0)141 567 8401

Web Site: <http://www.pinsentmasons.com>
57,576,582

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. THIS DOCUMENT SECURES ALL SUMS DUE OR TO BECOME DUE TO THE BANK BY THE CUSTOMER. IF YOU SIGN AND THE BANK IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED.

Definitions

| | |
|---|---|
| Amended and Restated Intercreditor Agreement | means the intercreditor agreement dated 28 February 2011 and made between the Agent, the Security Agent, the Original Lender, the Original Hedge Counterparty, the Ancillary Debt Lender, the Borrower, Apex Hotels London, the Shareholders and West Register (Trading) Limited (as such terms are defined therein), as amended and restated by those parties on 17 October 2013 and 10 March 2015, and as such agreement may be further amended, varied, supplemented, novated or restated from time to time. |
| Security Agent: | means The Royal Bank of Scotland plc, a company incorporated in Scotland (registered number SC090312) whose registered office is at 36 St Andrew Square, Edinburgh, for itself as one of the Secured Parties and in its capacity as Security Agent and trustee for the Secured Parties. |
| Business: | means the Business now or at any time carried on by or on behalf of the Chargor upon all or any part of or in connection with the Property. |
| Certificate: | means a Certificate by an official or manager of the Security Agent. |
| Charged Assets: | means the Property and the Goodwill. |
| Chargor: | means Apex Hotels Limited, a company incorporated in Scotland (registered number SC073489) whose registered office is at Apex Hotels House, 32 Hailes Avenue, Edinburgh EH13 0LZ. |
| Consent: | means the prior written consent of the Security Agent which consent, if granted, may be so granted subject to such conditions as the Security Agent may see fit to impose. |
| Delegate: | means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver. |
| Expenses: | means all expenses (on a full indemnity basis) incurred by the Security Agent at any time in connection with the Property or the Indebtedness or in entering into the Standard Security or in preserving, defending or enforcing the security created by the Standard Security or in exercising any power under the Standard Security or otherwise, with Interest from the date on which they are incurred. |
| Event of Default: | means any event or circumstance specified as such in clause 28 of the Facility Agreement. |

| | |
|----------------------------|---|
| Facility Agreement: | means the facilities agreement dated 17 October 2013 entered into among (1) the Chargor, (2) Apex Hotels (London 3) Limited, (3) The Royal Bank of Scotland plc as Arranger, Original Lender, Agent, Original Hedge Counterparty, Original Ancillary Debt Lender and Security Agent (as such terms are defined therein), as amended and restated on 10 March 2015, and as such agreement may be further amended, varied, supplemented, novated or restated from time to time. |
| Finance Document: | has the meaning given to it in the Facility Agreement. |
| Finance Party: | has the meaning given to it in the Facility Agreement. |
| Goodwill: | means the present and future goodwill, so far as heritable, of any business now or at any time carried on by or on behalf of the Chargor upon all or any part of, or in connection with, the Property. |
| Indebtedness: | means all or any monies, liabilities and obligations, whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, cautioner, surety or otherwise, which are now or may at any time hereafter (whether before or at any time after demand) be or become due in any manner by the Chargor to the Secured Parties under the Facility Agreement and the other Finance Documents and all or any monies, liabilities and obligations due by the Chargor under this Standard Security. |
| Insurance Proceeds: | means all rights, benefits and claims (present and future) under the policy or policies of insurance affording cover in respect of the Property or any interest in the Property effected from time to time in accordance with the provisions of the Standard Security. |
| Interest: | means the default interest rate specified in clause 10 of the Facility Agreement. |
| Licences: | means all licences and permits for or in connection with the Property and or the Business (whether held by the Chargor and or a nominee of the Chargor or by any other party) including without limitation all licences permitting (1) sale or supply of alcoholic liquor on or from the Property and or (2) betting and or gaming in the Property. |
| Moveables: | means furniture, goods, equipment or other moveable property. |
| Property: | means the subjects known as Harbour Chambers and Customs House, Dock Street, Dundee being the subjects registered in the Land Register for Scotland under Title Number ANG64564. |
| Receiver: | means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property (as defined in the Facility Agreement). |

| | |
|-----------------------------|---|
| 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 to them operative for the time being. |
| Secured Parties: | means each Finance Party from time to time party to the Facility Agreement and any Receiver or Delegate. |
| Standard Security | means this standard security. |

1 INTERPRETATION

In the Standard Security;

- 1.1 references to a numbered clause without further amplification are references to the clause so numbered;
- 1.2 each of the expressions in the first column above has the meaning appearing opposite that expression in the second column above;
- 1.3 words importing any gender shall include the other genders, words importing the singular number shall include the plural and vice versa;
- 1.4 the expression "Security Agent" includes its successors and assignees;
- 1.5 references to a "person" shall be construed as a reference to any person, firm, company, corporation or any association or partnership (whether or not having separate legal personality) or to two or more of the foregoing;
- 1.6 unless the context requires otherwise terms defined in Clause 1.1 (*Definitions*) of the Facility Agreement shall have the same meaning in this Standard Security; and
- 1.7 the provisions of Clause 1.2 of the Facility Agreement shall apply mutatis mutandis to this Standard Security as if set out in full herein.

2 CHARGOR'S UNDERTAKING

The Chargor undertakes to pay to the Security Agent on demand the Indebtedness.

3 CHARGE

In terms of the Amended and Restated Intercreditor Agreement the Security Agent has agreed to hold on trust the security created pursuant to the Facility Agreement and the Finance Documents for the benefit of the Secured Parties. In accordance with the terms of the Facility Agreement, as security for *inter alia* the payment and discharge of its obligations under this Standard Security and for the Indebtedness, the Chargor grants a standard security in favour of the Security Agent over the Charged Assets.

4 APPLICATION OF STANDARD CONDITIONS

The Standard Conditions shall apply as varied in accordance with clause 5 hereof and as varied by the terms of the Facility Agreement. To the extent that any provision of this Standard Security shall conflict with the terms of the Facility Agreement, the terms of the Facility Agreement shall prevail.

5 VARIATION OF STANDARD CONDITIONS

The Standard Conditions shall be varied as follows:

5.1 Insurance Cover

The insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the Property and not its market value.

5.2 Endorsement of Insurance Policy

All policies of insurance affording cover in respect of the Property shall be disclosed to the Security Agent by the Chargor or their representatives in order that they may be written or endorsed for the interest of the Security Agent and the Chargor as the Security Agent may require and shall in other respects be deemed to have been effected under Standard Condition 5(a).

5.3 Assignment of Insurance Proceeds

The Chargor assigns its whole right, title and interest in and to the Insurance Proceeds to the Security Agent.

5.4 Application of Insurance Proceeds

All monies becoming payable under the policies of insurance referred to in clause 5.2 shall be applied in making good the loss or damage in respect of which such monies become payable or, if the Security Agent so requires, in or towards the discharge of the Indebtedness.

5.5 Restrictions on Dealings with the Property

The Chargor shall not:

- 5.5.1 create or agree to create a subsequent security over the Charged Assets or any part of them or convey or otherwise transfer the Charged Assets or any part of them; or
- 5.5.2 make directly or indirectly any application for planning permission in relation to the Property or any part of it; or
- 5.5.3 make an application for an improvement grant or other grant in respect of the Property or any part of it; or
- 5.5.4 create or agree to create any servitude or real burden over the Property or any part of it, or
- 5.5.5 lease or enter into an agreement for lease for either the whole or part of the Property without, in each case, obtaining Consent.

5.6 Licences and Business

The Chargor shall;

- 5.6.1 take all necessary action to preserve, and as often as may be required to, renew the Licences and make all payments necessary from time to time for those purposes;
- 5.6.2 not do or omit or permit to be done or omitted any act or thing which may (1) result in the curtailment, loss, revocation, forfeiture or suspension of the Licences or any of them or (2)

prejudice or put at risk the Licences or their renewal or (3) lead to a liability for any penalty or disqualification;

- 5.6.3 not transfer or surrender, nor permit to be transferred or surrendered, the Licences or any of them without obtaining Consent;
- 5.6.4 maintain comprehensive insurance against the loss, forfeiture, revocation, suspension and non-renewal of the Licences;
- 5.6.5 conduct the Business in a lawful, orderly and proper manner and use all reasonable endeavours to foster and improve the goodwill and connection of the Business, and
- 5.6.6 maintain a level and mix of stock in the Property commensurate with the requirements specified in clause 5.6.5.

5.7 Moveables

If the Security Agent shall enter into possession of the Property the Security Agent shall be entitled at the expense and risk of the Chargor to remove, store, sell or otherwise deal with any Moveables left in or upon the Property and not removed within 14 days of the Security Agent entering into possession; the Security Agent shall not be liable for any loss or damage occasioned by the exercise of this entitlement but the Security Agent shall account for the proceeds of any sale of the Moveables after deducting all expenses incurred by the Security Agent in connection with the sale.

6 DECLARATIONS

6.1 Breach of Obligations

If there shall be any breach of the obligations contained or referred to in the Standard Security or an Event of Default has occurred and is continuing (as such term is defined in the Facility Agreement) the Security Agent shall (without prejudice to all other rights and powers available to it) be entitled, without notice to the Chargor, to withhold further banking facilities from the Chargor and to return, without making payment of them, cheques, direct debits and other like documents drawn on the Chargor by the Chargor or otherwise bearing to be payable by the Security Agent to the Charger's order.

6.2 Notice of Subsequent Charge

If the Security Agent receives notice of any subsequent charge or other interest affecting all or any part of the Property the Security Agent may open a new account or accounts in the name of the Chargor if or in so far as the Security Agent 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 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 as applicable to the Security Agent at the time when it received the notice.

6.3 Certificate

The sums due by the Chargor as applicable to the Security Agent shall be conclusively ascertained by a Certificate.

6.4 Arrangements with Others

The Security Agent may (without releasing, modifying, rendering unenforceable or otherwise prejudicing the Standard Security and the liability of the Chargor to the Security Agent under

the Standard Security) allow any person any time or indulgence or enter into, renew, vary or end any arrangement, security or guarantee with any person.

6.5 Preservation of Security Agent's Claims Against Others

If the Chargor is liable under the Standard Security for the debts of another person then:

- 6.5.1 the Chargor shall not in competition with or in priority to the Security Agent make any claim against that other person nor take or share in or enforce any security in respect of such debts until such debts have been paid to the Security Agent in full;
- 6.5.2 the liability of the Chargor under the Standard Security shall not 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
- 6.5.3 the Security Agent may place to the credit of a suspense account for so long as it considers desirable any monies received in respect of such debts without any obligation to apply them towards payment of such debts and, in applying monies towards payment of such debts, the Security Agent may appropriate them towards such part or parts of the debts as it thinks fit.

7 WARRANTICE

The Chargor grants warrantice.

8 REGISTRATION

The Chargor consents to registration of the Standard Security and each and every Certificate for execution.

9 TESTING CLAUSE

IN WITNESS WHEREOF this document consisting of this and the preceding 6 pages are executed as follows:

SUBSCRIBED for and on behalf of
APEX HOTELS LIMITED:

at WATERLOO PLACE, LONDON
on the 27th day
of July 2015
by [Signature]

Director/Secretary/Authorised Signatory

ANGELA VICKERS
Full Name

before this witness

[Signature] Director/Secretary/Authorised Signatory/Witness
ANDREW WILSON
Full Name
c/o APEX HOTELS
Address of witness (if applicable)

[REDACTED]

[REDACTED]