

# MR01

## Particulars of a charge

# Laserform

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


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

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

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

For further information, please  
refer to our guidance at:  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

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

TUESDAY



SCT \*S3ZYALKH\* #87  
27/01/2015  
COMPANIES HOUSE

### 1 Company details

Company number S C 1 5 8 8 8 0

Company name in full CITY INN LIMITED

→ **Filling 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 d1 d4 m0 m1 y2 y0 y1 y5

### 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

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 forming Mint Hotel (formerly the City Inn Hotel) Finnieston Quay, Glasgow G3 8HN and being the subjects registered in the Land Register of Scotland under Title Number GLA148962.

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 <sup>1</sup>**

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

☐

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

9

**Signature**

Please sign the form here.

Signature

Signature

X

*Clare Jones*

Partner for Shepherd and Wedderburn LLP

X

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

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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 IAW.ANC.J10058.1036

Company name Shepherd and Wedderburn LLP

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode E H 3 8 U L

Country UK

DX DX 551970 Edinburgh 53

Telephone 0131 228 9900



**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 158880

Charge code: SC15 8880 0030

The Registrar of Companies for Scotland hereby certifies that a charge dated 14th January 2015 and created by CITY INN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th January 2015.

Given at Companies House, Edinburgh on 30th January 2015



**Companies House**



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



SHEPHERD+ WEDDERBURN

*Certified a true copy of the  
original at Edinburgh on  
27 January 2015 by*

*A. Neil Cavan  
Notary Public*

STANDARD SECURITY

by

CITY INN LIMITED

in favour of

CBRE LOAN SERVICING LIMITED  
as Common Security Agent

16/12/2014

Shepherd and Wedderburn LLP  
5th Floor, 1 Exchange Crescent  
Conference Square  
Edinburgh  
EH3 8UL  
DX 551970 Edinburgh 53  
T: +44 (0)131 229 9900  
F: +44 (0)131 229 1222  
[www.shepworid.co.uk](http://www.shepworid.co.uk)

TMA Doc ID: 4158 8308-7362, v 9

## STANDARD SECURITY

By

- 1 **CITY INN LIMITED** a company incorporated under the laws of Scotland with Registered Number SC158880, Registered Office at 50 Lothian Road, Festival Square, Edinburgh, EH3 9WJ (the "Chargor")  
  
in favour of
- 2 **CBRE LOAN SERVICING LIMITED** a company incorporated under the laws of England and Wales with Registered Number 05469838, Registered Office at St. Martin's Court, 10 Paternoster Row, London EC4M 7HP as Common Security Agent and trustee for the Common Secured Parties (the "Common Security Agent", which expression shall include its successors and assignees as agent and trustee foresaid)

### BACKGROUND:-

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

## 1 DEFINITIONS

### 1.1 In this Standard Security:

"Common Secured Obligations" has the meaning given to that term in the Intercreditor Agreement.

"Common Secured Party" has the meaning given to that term in the Intercreditor Agreement.

"Event of Default" means has the meaning given to that term in the Relevant Facility Agreement.

"Intercreditor Agreement" means the intercreditor agreement dated 12 December 2014 and made between (amongst others) the Original Debtors, the Common Security Agent and the Mezzanine Agent.

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 12 December 2014 between, amongst others, Carolia New Mezzco Limited, the Mezzanine Agent and the Common Security Agent.

"Relevant Facility Agreement" means:

- a) prior to the Senior Discharge Date, the Senior Facility Agreement; and
- b) after the Senior Discharge Date, the Mezzanine Facility Agreement.

"Schedule" means the schedule annexed to and forming part of this Standard Security.

"Security Period" means the period beginning on the date of this Standard Security and ending on the date on which all the Common Secured Obligations have been unconditionally and irrevocably paid and discharged in full, as confirmed by the Common Security Agent in writing.

"Security Subjects" means ALL and WHOLE the subjects more particularly described in the Schedule.

"Senior Discharge Date" has the meaning given to this term in the Intercreditor Agreement.

"Senior Facility Agreement" means the senior facility agreement dated 12 December 2014 between, amongst others, Carolia Pledgeco Limited, the Chargor and the Common Security Agent.

**"Standard Conditions"** means the standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and any lawful variation thereof operative for the time being.

## 1.2 Construction

- a) Capitalised terms defined in the Intercreditor Agreement have, unless expressly defined in this Deed, the same meanings in this Standard Security.
- b) The provisions of clause 1.2 (*Construction*) of the Intercreditor Agreement apply to this Standard Security as though they were set out in full in this Standard Security except that references to the Intercreditor Agreement are to be construed as references to this Standard Security.
- c) In this Standard Security:
  - i) a reference to a Common Secured Debt Document or other document includes (without prejudice to any prohibition on amendments) all amendments and supplements however fundamental to that Common Secured Debt Document or other document, including any amendment or supplement providing for further advances or any increase in the amount of a facility or any additional facility;
  - ii) the term this Security or this Standard Security means any security created by or pursuant to this Standard Security; and
  - iii) a reference to any asset, unless the context otherwise requires, includes any present and future asset
- d) Any undertaking of the Chargor under this Standard Security (other than a payment obligation) remains in force during the Security Period.
- e) If the Common Security Agent considers that an amount paid to a Common Secured Party under a Common Secured Debt Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Standard Security.
- f) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.
- g) This Standard Security is designated a Common Secured Debt Document.

## 2 UNDERTAKING TO PAY

The Chargor undertakes to the Common Security Agent for itself and the other Common Secured Parties to pay or discharge the Common Secured Obligations in the manner provided for in the Common Secured Debt Documents.

## 3 SECURITY

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

## 4 STANDARD CONDITIONS

The Standard Conditions shall apply, and the Chargor agrees that the Standard Conditions shall be varied in so far as lawful and applicable by (One) the whole terms, undertakings, obligations, powers, rights,

provisions and others contained in the Relevant Facility Agreement and (Two) the Standard Conditions shall be further varied in so far as lawful and applicable as follows:-

4.1 Default

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

4.2 Restrictions on Dealings

4.2.1 Except as expressly allowed under a Finance Document or, as created under or pursuant to a Common Security Document, the Chargor may not create or permit to subsist any Security on the Security Subjects (except for this Standard Security).

4.2.2 Except as expressly allowed under the Senior Facility Agreement and the Mezzanine Facility Agreement or, after the Senior Discharge Date the Mezzanine Facility Agreement, the Chargor may not sell, transfer, licence, convey, lease or otherwise dispose of the Security Subjects or any part of it.

4.3 Acquisitions

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

4.3.1 notify the Common Security Agent promptly;

4.3.2 promptly on request by the Common Security Agent and at the cost of the Chargor, execute and deliver to the Common Security Agent a standard security (substantially in the same form as this Standard Security) and if applicable an assignation of rents in favour of the Common Security Agent in respect of such heritable or long lease property in such forms which the Common Security Agent may reasonably require and having regard to the form of any assignation of rents entered into pursuant to the Senior Facility Agreement and the Mezzanine Facility Agreement; and

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

4.4 Deposit of title deeds

The Chargor must ensure that all deeds and documents of title relating to the Security Subjects and all land and charges searches and similar documents and certificates (as applicable) received by it or on its behalf are:

4.4.1 deposited with the Common Security Agent; or

4.4.2 held to the order of the Common Security Agent by a firm of solicitors approved by the Common Security Agent.

4.5 Liability

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



#### 4.6 Protection of third parties

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

- 4.6.1 whether the Common Secured Obligations have become payable;
- 4.6.2 whether any power which the Common Security Agent is purporting to exercise has become exercisable or is being properly exercised;
- 4.6.3 whether any money remains due under the Common Secured Debt Documents; or
- 4.6.4 how any money paid to the Common Security Agent is to be applied.

#### 4.7 Redemption of prior security

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

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

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

#### 4.8 Contingencies

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

#### 4.9 Application of proceeds

Any monies received by the Common Security Agent after this Standard Security has become enforceable must be applied in accordance with the Intercreditor Agreement. This clause does not prejudice the right of any Common Secured Party to recover any shortfall from the Chargor.

#### 4.10 Further assurances

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

- 4.10.1 creating, perfecting or protecting any security intended to be created by or pursuant to this Standard Security; or
- 4.10.2 at any time after this Standard Security has become enforceable, facilitating the realisation of the Security Subjects, or the exercise of any right, power or discretion exercisable, by the Common Security Agent or any of its delegates or sub-delegates in respect of the Security Subjects,

This includes at any time after the Standard Security has become enforceable, executing any disposition, assignation, transfer or conveyance of or over the Security Subjects (whether to the Common Security Agent or its nominee) and the giving of any notice, order or direction and the making of any registration which, in any such case, the Common Security Agent may think expedient.

#### 4.11 New Accounts

- 4.11.1 If any subsequent charge or other interest affects the Security Subjects, any Common Secured Party may open a new account with the Chargor.
- 4.11.2 If a Common Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- 4.11.3 As from that time all payments made to that Common Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Common Secured Obligation.

#### 5 MANDATE AND ATTORNEY

The Chargor by way of security irrevocably and severally appoints the Common Security Agent and any of its delegates or sub-delegates to be its mandatory and attorney to take any action which the Chargor is obliged to take under this Standard Security upon the occurrence of an Event of Default that is continuing. The Chargor ratifies and confirms whatever any mandatory or attorney does or purports to do under its appointment under this Clause.

#### 6 RELEASE

At the end of the Security Period or, at the time of the relevant disposal in relation to Security Assets that are expressly permitted to be disposed of in accordance with the Senior Facilities Agreement or, after the Senior Discharge Date, the Mezzanine Facilities Agreement, the Common Security Agent must promptly, at the request and cost of a Chargor, take whatever action is necessary to release the Security Subjects from this Standard Security.

#### 7 GOVERNING LAW

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

#### 8 JURISDICTION

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

#### 9 CONSENT TO REGISTRATION

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

**WARRANTICE**

The Chargor grants absolute warrantice.

**IN WITNESS WHEREOF** these presents consisting of this and the preceding 5 pages and the Schedule annexed are executed as follows:-

They are subscribed for and on behalf of  
**CITY INN LIMITED** by

SIMON DAVID AUSTIN DAVIES

Director/Authorised Signatory  
(Print Full Name)

*Simon Davies*

Director/Authorised Signatory  
(Signature)

Director/Authorised Signatory  
(Print Full Name)

Director/Authorised Signatory  
(Signature)

Before this witness

John Anderson

Witness  
(Print Full Name)

*John Anderson*

Witness  
(Signature)

of 40 Berkeley Square  
(address of witness)

at London  
(town of signature)

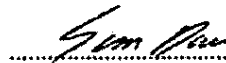
on 16/12/2014  
(date of signature)

This is the schedule referred to in the foregoing standard security by City Inn Limited in favour of CBRE Loan Servicing Limited as Common Security Agent in respect of The Mint Hotel, Finnieston Quay, Glasgow

**The Security Subjects**

ALL and WHOLE the subjects forming Mint Hotel (formerly the City Inn Hotel) Finnieston Quay, Glasgow G3 8HN and being the subjects registered in the Land Register of Scotland under Title Number GLA148962

For and on behalf of CITY INN LIMITED



.....  
Signature of director//authorised signatory

.....  
Signature of director//authorised signatory