

MG01

Particulars of a mortgage or charge

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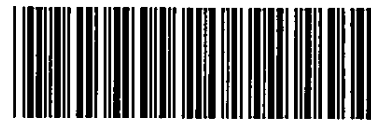
A fee is payable with this form

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

FRIDAY



LD4 *L15AE8CH* #73
23/03/2012
COMPANIES HOUSE

1 Company details

Company number 4 2 5 1 3 9 9

Company name in full: Magnum Ealing Nominee 1 Limited registered in England
and Wales (the "Company")

3 For official use

→ **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 d1 d6 m0 m3 y2 y0 y1 y2

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: Composite Debenture (the "Debenture") dated 16 March 2012 and made between, amongst
others (1) the Company and (2) Lloyds TSB Bank Plc as Security Trustee

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured: All present and future indebtedness, moneys, obligations and
liabilities of or from the Obligors to the Finance Parties under the
Finance Documents (including the Debenture and including any
liability in respect of any further advances made under the Finance
Documents), whether principal, interest or otherwise, in whatever
currency denominated, whether actual or contingent and whether
owed jointly or severally or as principal or as surety or in some other
manner or capacity, together with all Expenses and all interest under
Clause 2.2 (Interest) of the Debenture (the "Secured Liabilities")

For capitalised terms used but not otherwise defined in this Form
MG01, please see the continuation pages to this Form MG01

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 Lloyds TSB Bank Plc as agent and trustee for the

Address Finance Parties (the "Security Trustee")

25 Gresham Street, London

Postcode E C 2 V 7 H N

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

1.Fixed Security

Charges

1 1) Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charged in favour of the Security Trustee (as trustee for the Finance Parties) by way of a first legal mortgage (or, where it holds only a beneficial interest, by way of an equitable mortgage) all of that Chargor's right, title and interest in and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 2 (*Real Property*) of the Debenture)

1 2) Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charged in favour of the Security Trustee (as trustee for the Finance Parties) by way of first fixed charge all of that Chargor's right, title and interest in and to the following assets, both present and future

1 1 1) all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under Clause 1 1 above),

1 1 2) all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled,

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

In this form MG01 the following expressions shall have the following meanings

"Borrower" means Gilmour S à r.l private limited liability company (*société à responsabilité limitée*), incorporated and organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 46a, Avenue J F Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies (R C S Luxembourg) under the number B 157 351 and having a share capital of EUR 14,050

"Chargors" means (1) Dorset London West Limited (company number 105152C) and (2) Maya Hyde Park Limited (Company number 106570C) incorporated in the Isle of Man, and (3) Magnum Ealing Nominee 1 Limited (company number 4251399), (4) Magnum Ealing Nominee 2 Limited (company number 4277337), (5) Dorset London West Limited (company number 7441323), (6) Magnum Hyde Park Nominee 1 Limited (company number 4290014), (7) Magnum Hyde Park Nominee 2 Limited (company number 4290057) and (8) Maya Hyde Park Limited (company number 7441319) incorporated in England and Wales (each a **"Chargor"**)

"Charged Property" means all the assets of each Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture

"Debt Proceeds" means any proceeds of any book debts and other debts or monetary claims (including any chose in action which may give rise to a monetary claim) owing to any Chargor (including, without limitation, any sums of money received by any Chargor from any of the assets charged under Clause 3 2 7 (*Book debts*) and/or Clause 3 2 8 (*Bank accounts and deposits*) of the Debenture)

"Delegate" means any person appointed by the Security Trustee or any Receiver pursuant to Clauses 15 2 to 15 4 (*Delegation*) of the Debenture and any person appointed as attorney of the Security Trustee and/or any Receiver or Delegate

"Expenses" means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Security Trustee or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting the Debenture or in protecting, preserving, defending or enforcing the security constituted by the Debenture or in exercising any rights, powers or remedies provided by or pursuant to the Debenture (including any right or power to make payments on behalf of any Chargor under the terms of the Debenture) or by law in each case on a full indemnity basis

"Facility Agreement" means the facility agreement dated 9 March 2012 and made between (1) Gilmour S à r.l as the borrower, (2) the companies listed in Part I of Schedule 1 to the Facility Agreement (together with the borrower, the original guarantors), (3) Lloyds TSB Bank plc mandated lead arranger, (4) the financial institution listed in Part II of Schedule 1 to the Facility Agreement as the original lender, (5) Lloyds TSB Bank plc agent of the other Finance Parties, (6) the Security Trustee and (7) Lloyds TSB Bank plc as hedge counterparty

"Insurances" means all of the contracts and policies of insurance or assurance from time to time taken out by or for the benefit of any Chargor or in which any Chargor from time to time has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy

MG01 - continuation page

Particulars of a mortgage or charge

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Short particulars

"Mortgaged Property" means any freehold, commonhold or leasehold property the subject of the security constituted by the Debenture and references to any **"Mortgaged Property"** shall include references to the whole or any part or parts of it

"Premises" means all buildings and erections from time to time situated on or forming part of any Mortgaged Property, including any Chargor's interest in any Hotel

"Receiver" means a receiver, receiver and manager or administrative receiver of the whole or any part or parts of the Charged Property

"Related Rights" means, in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise

"Securities" means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of any Chargor, including, without limitation, any of the same specified in Schedule 3 (*Securities*) of the Debenture, together with all property and rights of any Chargor in respect of any account held by or for it as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere

1) Fixed Security (continued)

- 1 1 3) where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property,
- 1 1 4) all amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises,
- 1 1 5) all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership (but excluding any of those items to the extent that they are part of its stock in trade),
- 1 1 6) all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances to the extent of its interests in the same,
- 1 1 7) all book debts and all other debts or monetary claims (including all choses in

MG01 - continuation page

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Short particulars

action which may give rise to a debt or monetary claim), all Debt Proceeds and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same,

- 1 1 8) all moneys from time to time deposited in or standing to the credit of any bank account with the Security Trustee or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same)), together with all moneys from time to time deposited in or standing to the credit of the Accounts),
- 1 1 9) all Securities and their Related Rights,
- 1 1 10) all of its goodwill and uncalled capital,
- 1 1 11) all Intellectual Property,
- 1 1 12) all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them, and
- 1 1 13) each of the Specified Contracts to which it is a party, together with in each case
 - (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises,
 - (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person,
 - (c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels), and
 - (d) other than as effectively assigned under Clause 3 3 below any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with any of the Finance Parties or any other person),

including, in each case, but without limitation, any right of the Chargor to demand and receive all moneys whatsoever due and payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, any right of the Chargor to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them

MG01 - continuation page

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2.) Floating Charge

Creation of Floating Charge

- 2 1) Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charged in favour of the Security Trustee (as trustee for the Finance Parties) by way of a first floating charge all of that Chargor's undertaking and all its other property, assets and rights whatsoever, all the stock in trade of that Chargor and the property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 3 (*Fixed Security*) of the Debenture

Qualifying Floating Charge

- 2 2) The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 4 1 (*Creation of Floating Charge*) of the Debenture

Schedule 1

Real Property

(Freehold, commonhold or leasehold property (if any) in England and Wales of which the relevant Chargor is registered as the proprietor at the Land Registry)

| Hotel | Registered Owner | Property Description | Tenure | Title Number(s) | Legal/beneficial Interest |
|-----------------------------|---|---|----------------|------------------------------------|---------------------------|
| The Ramada, London – Ealing | Magnum Ealing Nominee 1 Limited and Magnum Ealing Nominee 2 Limited | Ramada Hotel, London, Ealing (Parcels 1, 2 and 3) | Freehold | NGL125878, AGL113902 and AGL113903 | Legal and beneficial |
| The Ramada, London – Ealing | Magnum Ealing Nominee 1 Limited and Magnum Ealing Nominee 2 Limited | Ramada Hotel, London, Ealing (Parcel 1) | Head Leasehold | AGL96922 | Legal |

NOTES

The Debenture also contains the following provisions

Negative Pledge

MG01 - continuation page

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No Chargor shall not create or extend or permit to arise or subsist any Security (other than any Security constituted by the Debenture or otherwise permitted under the Facility Agreement) over the whole or any part of the Charged Property or enter into any arrangement or transaction as described in Clause 23 18 (*Negative Pledge*) of the Facility Agreement in respect of any asset forming part of, or intended to form part of, the Charged Property, other than with the prior written consent of the Security Trustee.

Restriction on Disposals

No Chargor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than any disposal of

(a) any Charged Property which is subject only to the floating charge created by Clause 4 1 (*Creation of Floating Charge*) of the Debenture for full consideration in the ordinary and usual course of the Chargor's business as it is presently conducted, or

(b) as permitted under the Facility Agreement or the Debenture

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

N/A

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 CMS Cameron McKenna LLP *X*
22/3/12

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 IQM/NATY 110127.00071

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000



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 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4251399
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED
16 MARCH 2012 AND CREATED BY MAGNUM EALING
NOMINEE 1 LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE OBLIGORS TO THE FINANCE
PARTIES 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
23 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 MARCH 2012

DX

