

MR01

Particulars of a charge

101802/13

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

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

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

WEDNESDAY



L4MVP8ZT
L18 23/12/2015 #242
COMPANIES HOUSE

1 Company details

Company number 0 0 9 2 2 9 4 7

Company name in full Churchill Group Limited

1 2 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 d1 d7 m1 m2 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 Barclays Bank PLC as security agent and security
trustee for the Secured Parties (as defined in the

Name accompanying copy instrument)

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

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

Brief description

Not applicable

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 *Simmons & Simmons 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 Amanda Gardam (001226-01657)

Company name Simmons & Simmons LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode E C 2 Y 9 S S

Country United Kingdom

DX DX Box No 12 Chancery Lane London

Telephone 020 7925 4815



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: 922947

Charge code: 0092 2947 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th December 2015 and created by CHURCHILL GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2015.

DL

Given at Companies House, Cardiff on 5th January 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 17 December 2015

EXECUTION VERSION

Supplemental Account Charge

between

Capital Hill Hotels Limited
Capital Hill Hotels Group Europe Limited
Capital Hill Hotels Group London Limited
Havana Holdings (UK) Limited
Primeairo Limited
International Hoteliers (UK) Limited and
Churchill Group Limited
as Chargors

and

Barclays Bank PLC
as Security Agent

relating to

financing of the Sanderson Hotel, the St Martins Lane
Hotel and the Churchill Hyatt Regency Hotel

WE CERTIFY THAT THIS COPY
INSTRUMENT IS A CORRECT COPY
OF THE ORIGINAL INSTRUMENT.

Simmons & Simmons LLP
Signed (firm name)

ICXB
Initials of Signatory

22/12/15
Dated (DD/MM/YY)

Simmons & Simmons

Simmons & Simmons LLP CityPoint One Ropemaker Street London EC2Y 9SS United Kingdom
T +44 20 7628 2020 F +44 20 7628 2070 DX Box No 12

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THIS SUPPLEMENTAL CHARGE is dated *17 December 2015*

and made

BETWEEN:

- (1) **CAPITAL HILL HOTELS LIMITED** (company number 07785139) whose registered office is at 50 Berners Street, London, W1T 3NG,
CAPITAL HILL HOTELS GROUP EUROPE LIMITED (company number 03203996) whose registered office is at 50 Berners Street, London, W1T 3NG,
CAPITAL HILL HOTELS GROUP LONDON LIMITED (company number 03462675) whose registered office is at 50 Berners Street, London, W1T 3NG,
HAVANA HOLDINGS (UK) LIMITED (company number 03513344) whose registered office is at 30 Portman Square, London W1A 4ZX,
PRIMEAIRO LIMITED (company number 02199203) whose registered office is at 30 Portman Square, London W1A 4ZX,
INTERNATIONAL HOTELIERS (UK) LIMITED (company number 01698769) whose registered office is at 30 Portman Square, London W1A 4ZX, and
CHURCHILL GROUP LIMITED (company number 00922947) whose registered office is at 30 Portman Square, London W1A 4ZX,

(each a "Chargor" and together the "Chargors")
- (2) **BARCLAYS BANK PLC**, (company number 01026167) whose registered office is at 1 Churchill Place, London E14 5HP as security agent and security trustee for the Secured Parties (the "Security Agent")

BACKGROUND:

- (A) The Finance Parties have agreed to arrange the advance or to continue to arrange the advance of monies or otherwise arrange credit or afford other financial facilities to the Borrowers and/or others on the security created by, among other things, this Deed
- (B) Each Chargor has agreed to charge certain of its assets as security to the Security Agent as set out in this Deed to secure the payment and discharge of the Secured Liabilities
- (C) This Deed is supplemental to a security agreement dated 18 August 2015 between the Chargors and the Security Agent (the "Security Agreement") pursuant to which the Chargors granted certain security interests over certain of their assets in favour of the Security Agent

OPERATIVE PROVISIONS

1 Definitions and Interpretation

1.1 Definitions

In this Deed

"Accounts" means the General Account, the Free Cash Account, the Deposit Account, the Disposals Account, the Debt Service Reserve Account, the Churchill FF&E Maintenance

Reserve Account, the St Martins Lane Hotel Operating Account, the Sanderson Hotel Operating Account and the Churchill Hotel Operating Account

"Accounts Bank" means Barclays Bank PLC

"Borrowers" means Capital Hill and Havana

"Charged Assets" means all of the assets of a Chargor which from time to time are, or are expressed to be, subject to the Transaction Security created by this Deed

"Churchill FF&E Maintenance Reserve Account" means the account in the name of the Churchill Group and held with the Accounts Bank with sort code 206582 and account number 73696030

"Churchill Hotel Operating Account" means the operating account for the Churchill Hotel, Property in the name of the Churchill Group and held with the Accounts Bank with sort code 206582 and account number 10121746

"Debt Service Reserve Account" means the joint debt service reserve account in the name of the Chargors and held with the Accounts Bank with sort code 206582 and account number 63924343

"Deposit Account" means the joint deposit account in the name of the Chargors and held with the Accounts Bank with sort code 206582 and account number 73824640

"Disposals Account" means the joint disposals account in the name of the Chargors and held with the Accounts Bank with sort code 206582 and account number 53507041

"Facility Agreement" means the term loan facility agreement dated 12 August 2015 between, among others, the Borrowers and the Security Agent

"Finance Documents" means the Finance Documents as defined in the Facility Agreement

"Finance Parties" means the Finance Parties as defined in the Facility Agreement.

"Free Cash Account" means the joint free cash account in the name of the Chargors and held with the Accounts Bank with sort code 206582 and account number 73053547

"General Account" means the joint general account in the name of the Chargors and held with the Accounts Bank with sort code 206582 and account number 13272249.

"General Operating Account" means the current account in the name of Capital Hill Hotels Group London Limited and held with the Accounts Bank with sort code 206582 and account number 43093581.

"Party" means a party to this Deed

"Receiver" means a receiver or receiver and manager of the whole or any part of the Charged Assets

"Sanderson Hotel Operating Account" means the operating account for the Sanderson Hotel Property in the name of Capital Hill Hotels Group London Limited and held with the Accounts Bank with sort code 206582 and account number 33013383

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document

"St Martins Lane Hotel Operating Account" means the operating account for the St. Martins Lane Hotel Property in the name of Capital Hill Hotels Group London Limited and held with the Accounts Bank with sort code 206582 and account number 63199185

1 2 Construction

- (A) This Deed is supplemental to the Security Agreement and shall be read and construed together with the Security Agreement.
- (B) Unless the contrary intention is expressed, terms defined in or incorporated into the Security Agreement have the same meaning when used in this Deed (including the background section)
- (C) The construction provisions set out at Clause 1 2 (*Construction*) of the Facility Agreement shall apply equally to this Deed as if set out (with any necessary modifications) in this Deed
- (D) To the extent that there is any conflict and/or contradiction and/or inconsistency between the terms of this Deed and the terms of the Facility Agreement and/or the Security Agreement, the terms of the Facility Agreement and/or the Security Agreement (as appropriate) shall prevail and in such circumstances compliance with the terms of the Facility Agreement and/or the Security Agreement (as appropriate) shall be deemed to be compliance in full with the conflicting and/or contradictory and/or inconsistent terms of this Deed

1 3 Joint and several Chargers

Where two or more persons purport to create Security over a Charged Asset under this Deed then.

- (A) they (or such of them as have the joint interest in the relevant Charged Asset) shall be deemed to have jointly mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant Charged Asset,
- (B) each person shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest of whatever nature (if any) in the relevant Charged Asset, and
- (C) each person shall be deemed to have confirmed the Security granted by the others

2 Covenant to pay

Each Chargor shall pay each of the Secured Liabilities when the same become due in accordance with the terms of the Finance Documents

3 Security

3.1 General

All the security created under this Deed is created in favour of the Security Agent as continuing security for the payment and discharge of the Secured Liabilities with full title guarantee

3.2 Fixed charge

Each Chargor charges by way of a first fixed charge any amount standing to the credit of any Account, which it has in its name (or to which it is beneficially entitled) with any person and the debt represented by such Account.

4. Accounts

4.1 Restrictions on accounts

No Chargor shall have any accounts other than the Accounts and those agreed in writing from time to time by the Security Agent and the relevant Chargor

4.2 Withdrawals from Accounts

(A) No Chargor shall withdraw any moneys (including interest) standing to the credit of any Account other than

- (1) with the prior consent of the Security Agent, or
- (2) in accordance with the terms of the Facility Agreement

(B) The Security Agent (or a Receiver) may withdraw amounts standing to the credit of any Account only in accordance with the terms of the Facility Agreement

4.3 Notice of charge

(A) Each Chargor shall immediately serve a notice of charge or assignment, substantially in the form set out in schedule 6 (*Notice to bank holding an account*) of the Security Agreement, on each bank or financial institution at which a Chargor maintains any Account

(B) Each Chargor shall use reasonable endeavours to procure that each person referred to in Clause 4.3(A) acknowledges receipt of that notice, substantially in the in the form set out in schedule 6 (*Notice to bank holding an account*) of the Security Agreement

4.4 General Operating Account

The General Operating Account has been opened in accordance with the Finance Documents. The Chargors and Security Agent have requested the closure of the General Operating Account as this is surplus to requirements. It is anticipated that the General Operating Account will be closed on or around the date of this Deed

5. Incorporated provisions

- 5.1 Subject to Clause 5.2, all the provisions of the Security Agreement are deemed to be incorporated in this Deed as if set out (with any necessary modifications) in this Deed and shall apply in relation to the Charged Assets as they apply to the Charged Property.
- 5.2 Clause 5.1 above does not apply to Clauses 3 (*Creation of Security*) and 10 (*Bank accounts*) of the Security Agreement and in the case of Clause 1 (*Interpretation*) of the Security Agreement is subject to Clause 1 (*Definitions and Interpretation*) of this Deed
- 5.3 The Charged Assets shall be deemed part of the Charged Property for the purposes of the Security Agreement

6. General provisions

6.1 Trust provisions

The covenants, undertakings and representations made by each Chargor under this Deed are made in favour of the Security Agent as security agent for the Finance Parties

6.2 Third party rights

- (A) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") to enforce or enjoy the benefit of any term of this Deed
- (B) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time
- (C) Any Receiver, Delegate, Finance Party or any officer, employee or agent of such Receiver, Delegate or Finance Party may, subject to this sub-clause and the Third Parties Act, rely on any clause of this Deed which expressly confers rights on it.

6.3 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Agent

6.4 Finance Document

This Deed is designated as a Finance Document

6.5 Notices

Any communication to be made or given by or to a Chargor or the Security Agent under or in connection with this Deed shall be made and delivered as provided in clause 35 (*Notices*) of the Facility Agreement

6.6 Counterparts

This Deed may be executed in any number of counterparts, this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

7. Law and jurisdiction

7.1 Governing law

This Deed and any non-contractual obligations arising out of or in relation to this Deed shall be governed by English law

7.2 Jurisdiction of English courts

- (A) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligations, arising out of or in connection with this Deed) (a "Dispute")
- (B) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary
- (C) This Clause 7.2 is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

Each Chargor expressly agrees and consents to the provisions of this Clause 7.2 (*Jurisdiction of English courts*)

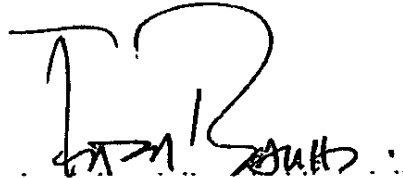
This DEED has been entered into as a deed on the date stated at the beginning of this Deed.

EXECUTION PAGE – SUPPLEMENTAL ACCOUNT CHARGE

The Chargors

EXECUTED as a DEED by
CAPITAL HILL HOTELS LIMITED
acting by

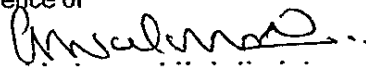
)
)
)



... FADY BAKHOS ...
(name of director)

Director

In the presence of

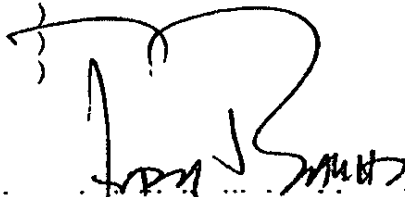
...  ...
(witness signature)

... BALACHANDRAN ...
(witness name)

... P.O. Box 4044 ...
... DOHA - QATAR ...
(witness address)

EXECUTED as a DEED by
CAPITAL HILL HOTELS GROUP
EUROPE LIMITED
acting by

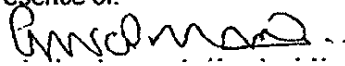
)
)
)



... FADY BAKHOS ...
(name of director)

Director

In the presence of:

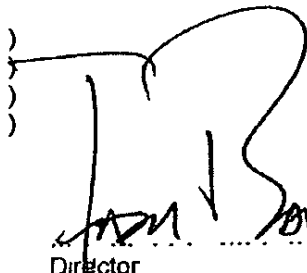
...  ...
(witness signature)

... BALACHANDRAN ...
(witness name)

... P.O. Box 4044 ...
... DOHA - QATAR ...
(witness address)

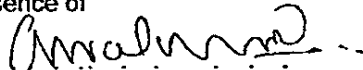
EXECUTION PAGE - SUPPLEMENTAL ACCOUNT CHARGE

EXECUTED as a DEED by
CAPITAL HILL HOTELS GROUP
LONDON LIMITED
acting by

)
)
)
)

Director

FADY BAKHOS
(name of director)

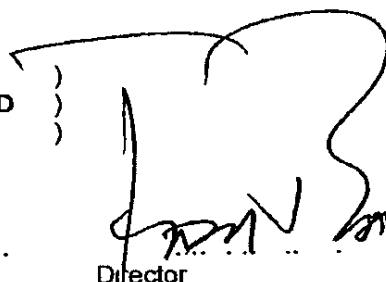
In the presence of


(witness signature)

BALACHANDRAN
(witness name)

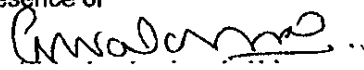
P.O. BOX 4044
DOHA - QATAR
(witness address)

EXECUTED as a DEED by
HAVANA HOLDINGS (UK) LIMITED
acting by

)
)
)
)

Director

FADY BAKHOS
(name of director)

In the presence of


(witness signature)

BALACHANDRAN
(witness name)

P.O. BOX 4044
DOHA - QATAR
(witness address)

EXECUTION PAGE – SUPPLEMENTAL ACCOUNT CHARGE

EXECUTED as a DEED by
INTERNATIONAL HOTELIERS
(UK) LIMITED acting by

FADY BAKHOS
(name of director)

Director

In the presence of

(witness signature)

BALACHANDRAN
(witness name)

P.O. Box 4044
DOHA - QATAR
(witness address)

EXECUTED as a DEED by
CHURCHILL GROUP LIMITED
acting by

FADY BAKHOS
(name of director)

Director

In the presence of

(witness signature)

BALACHANDRAN
(witness name)

P.O. Box 4044
DOHA - QATAR
(witness address)

EXECUTION PAGE – SUPPLEMENTAL ACCOUNT CHARGE

EXECUTED as a DEED by
PRIMEAIRO LIMITED
acting by

FADY. BAKHOS ...
(name of director)

Director

In the presence of

... Balachandran ...
(witness signature)

... BALACHANDRAN ...
(witness name)

... P.O. Box 4044 ...
... DOHA - QATAR ...
(witness address)

Security Agent

Executed and delivered as a deed by.

...
(name)

...
(signature)

for BARCLAYS BANK PLC
in the presence of

...
(witness signature)

...
(witness name)

...
(witness address)

EXECUTION PAGE – SUPPLEMENTAL ACCOUNT CHARGE

EXECUTED as a DEED by)
PRIMEAIRO LIMITED)
acting by)

(name of director) Director

In the presence of

(witness signature)

(witness name)

(witness address)


Security Agent

Executed and delivered as a deed by

KRISHNA MAWEL
(name)


(signature)

for BARCLAYS BANK PLC
in the presence of


(witness signature)

JAMES TRAVERS
(witness name)

(witness address)

Barclays Bank PLC
1 Churchill Place
London
E14 5HP