

219500/26

MG01

Particulars of a mortgage or charge



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 re-
register particulars of a charge for a S
company. To do this, please use
form MG01s

WEDNESDAY



A30

AVOIDK4C

19/05/2010

41

COMPANIES HOUSE

1

Company details

Company number

0 4 4 1 3 1 1 2

Company name in full

Rocco Forte & Family (Luxury Hotels) Limited
("the Pledgor")

6

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 d3 m0 m5 y2 y0 y1 y0

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

Second Ranking Share Pledge Agreement ("the Share Pledge") dated 13 May
2010 made by the Pledgor in favour of Bank of Scotland Plc in its
capacity as security trustee ("the Pledgee")

4

Amount secured

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

Amount secured

All liabilities and obligations at any time due,
owing or incurred by any Obligor to the Secured
Parties (or any of them) pursuant to the Relevant
Documents, whether present, future, actual or
contingent (and whether incurred solely or jointly,
as principal or surety, or in some other capacity)
("the Secured Obligations")

Capitalised terms are defined in the Continuation
Pages to Section 6 of 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	Bank of Scotland Plc (as security trustee)		
Address	New Uberior House, 11 Earl Grey Street, Edinburgh,		
	Scotland		
Postcode	E H 3 9 B 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	<p>References in this Form MG01 to the Share Pledge or any other document (including any Relevant Document) shall be construed as references to the Relevant Document, the Share Pledge or that document as presently in force and as supplemented, novated, amended, extended or restated from time to time, including (i) any increase or reduction in any amount made available thereunder and/or any alteration and/or addition to the purposes for which any such amount may be used, (ii) any facilities provided in substitution or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder, (iv) any substitution, retirement or accession of any party thereto, and (v) any combination of any of the foregoing in accordance with the terms thereof</p> <p>The Continuation Pages to this Section 6 refer to covenants by, and restrictions on, the Pledgor which protect and further define the charges created by the Share Pledge and must be read as part of those charges</p> <p style="text-align: center;">Short Particulars of all property mortgaged or charged</p> <p>In order to secure the due performance of the Secured Obligations the Pledgor irrevocably and unconditionally, on the terms and conditions set out in the Share Pledge, granted to the Pledgee, a second ranking pledge over the Shares it owns in the Company, taking rank after the first ranking Existing Share Pledge Agreement</p> <p>The Pledgor also granted to the Pledgee a first ranking Pledge (subject, to the extent applicable, to the Existing Share Pledge Agreement) over the Future Shares to secure the due performance of the Secured Obligations</p> <p>PLEASE ALSO SEE ATTACHED CONTINUATION PAGES</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 1 to Section 6 (Rocco Forte & Family (Luxury Hotels) Limited - 04413112)

Covenants and restrictions

By Clause 3 2 (*Dividend rights and other cash returns*), the Pledgor agreed that following the occurrence of an Enforcement Event, and following notification by the Pledgee to the Pledgors thereof, any cash return on the Shares it owns in the Company, irrespective of whether in the form of dividends, repayment of capital, scripts or otherwise, shall be paid exclusively to the Pledgee which shall apply the same towards the Secured Obligations

Following the occurrence of an Enforcement Event, and in the event that any return on the Shares it owns in the Company shall entitle the Pledgor to a tax credit for account of withholding taxes, such Pledgor shall forthwith upon the declaration of the benefit of such tax credit, pay to the Pledgee an amount equivalent to such tax credit and such amount shall be deemed a cash return on the Shares it owns in the Company for the purposes of Clause 3 2

The Share Pledge shall not in any way be affected by any transfer, stamping, regrouping, splitting or renewal of the Shares, or by any similar operation, and the securities resulting from any such operation (as the case may be) shall be part of the Shares and subject to the Share Pledge

By Clause 5 2 (*Negative Undertakings*) the Pledgor agreed that it shall not

(a) Create or permit to subsist any Encumbrance in respect of, on or over the Shares it owns in the Company or any part thereof or interest therein, other than (i) the Pledge, (ii) the Existing Share Pledge Agreement and (iii) any Encumbrance expressly permitted under the Relevant Documents,

(b) sell, transfer or otherwise dispose of the Shares it owns in the Company or any part thereof or interest therein If the Pledgor at any time owns all Shares of the Company, it may however transfer one Share to an Obligor provided that the transferee shall acknowledge in writing to the Pledgee, prior to or simultaneously with the transfer of the Share, that such Share shall remain subject to the Pledge,

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Short particulars

Continuation Page 2 to Section 6 (Rocco Forte & Family (Luxury Hotels) Limited - 04413112)

(c) permit the Company to make an alteration to, or recognise, the share capital of the Company or to cancel, reduce, increase, redeem, create or issue or put under option any share capital or other securities issued by the Company, or securities convertible or exchangeable into shares or other securities issued by the Company

(d) permit any modification of the Company's articles of association, which could have an adverse impact on the interests of the Pledgee created under the Share Pledge, and

(e) do or permit to be done, anything which could prejudice the Pledge

Definitions

Agent means Bank of Scotland PLC,

Arranger means Bank of Scotland PLC,

Company means Rocco Forte & Family (Brussels) SA, a company incorporated and existing under the laws of Belgium, having its registered seat at Rue de l'Amigo 1-3, 1000 Brussels, and registered under number RPM Bruxelles 0469 456 640,

Encumbrance means any mortgage, pledge, lien, security interest, privilege, seizure, attachment, claim, option, assignment, transfer or other encumbrance of any kind whatsoever, whether actual or contingent, conditional or otherwise,

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Short particulars

Continuation Page 3 to Section 6 (Rocco Forte & Family (Luxury Hotels) Limited - 04413112)

Event of Default means any event as referred to in Clause 22 (Events of Default) of the Facility Agreement,

Existing Share Pledge Agreement means the share pledge agreement dated 3 July 2003 between the Pledgor, Rocco Forte & Family (Belgium) Limited and the Pledgee, as amended and restated on 17 November 2004 and 31 October 2008 and as further varied, amended and/or restated from time to time,

Facility Agreement means a facility agreement dated 20 June 2003 (as amended and restated from time to time) between Rocco Forte & Family (Luxury Hotels) Limited, the financial institutions listed in Schedule 1 to the Agreement acting as lenders and Bank of Scotland PLC acting as arranger, agent, security trustee and issuing bank,

Finance Document means the Facility Agreement, any Accession Letter, any Compliance Certificate, any Resignation Letter, any Selection Notice, any Utilisation Request, any Fee Letter, the Security Documents, any Hedging Agreement, the Hedging Strategy Letter, the Intercreditor Agreement, and any other document designated as such by the Agent and the Company (terms as defined in the Facility Agreement if not defined on this form),

Finance Party means the Agent, the Security Trustee, a Hedging Counterparty, the Arranger, a Lender or the Issuing Bank,

Future Shares means

- (a) any shares in the capital of the Company which the Pledgor may in the future acquire,
- (b) any and all rights to acquire shares in the capital of the Company, which rights the Pledgor may in the future acquire, and
- (c) any and all other rights pertaining to the shares in the Company which the Pledgor may in the future acquire, including, inter alia, the right to receive all interest, dividend rights, rights to distributions out of the reserves, rights to the remaining balance upon winding-up of the Company and the right to remittances and other payments pertaining to such shares from the Company,

Hedging Agreement means the agreement or agreements put in place by the Borrowers from time to time in accordance with Clause 21.1 of the Facilities Agreement,

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Continuation Page 4 to Section 6 (Rocco Forte & Family (Luxury Hotels) Limited - 04413112)

Hedging Counterparty means the Original Hedging counterparty or another counterparty or another counterparty approved by the Lenders,

Hedging Strategy Letter means the hedging strategy letter between the Agent and the Company dated on or around the Restatement Date in relation to hedging,

Inter Creditor Agreement means the Inter Creditor Agreement dated 3 July 2003 between inter alia, the Company, the Agent, the Security Trustee, the Lenders, the Loan Stockholders, the the RFF Brussels Group Companies and the London Target as amended by the Supplemental Inter Creditor Agreement and the Second Supplemental Inter Creditor Agreement,

Loan Stockholders means the Stockholders as defined in the Loan Stock instruments,

London Target means Browns Hotel Limited (company number 03197645) and having its registered office at 33 Albemarle Street, London, W1S 4BP,

Obligor means a Borrower or a Guarantor,

Pledge means the right of pledge in respect of the Shares created by Clause 2 (Pledge) of the Share Pledge Agreement,

Relevant Documents means each of the Finance Documents and any other document designated as such from time to time by the Security Trustee and any of them shall be a Relevant Document,

Restatement Date means 31 October 2008,

RFF Brussels Group means RFF Brussels and its subsidiaries from time to time and RFF Brussels Group Company means any of them,

Security Documents means the security documents listed in part 4 of schedule 2 of the Facilities Agreement together with any other security granted to the Security Trustee for the benefit of the Finance Parties from time to time,

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Continuation Page 5 to Section 6 (Rocco Forte & Family (Luxury Hotels) Limited - 04413112)

Security Trustee means Bank of Scotland plc as security trustee for the other Finance Parties,

Shares means

- (a) the 246,903 registered shares in the Company of which 246,902 registered shares are owned by Rocco Forte & Family (Belgium) Limited and 1 registered share is owned by the Pledgor, on the date of the Share Pledge,
- (b) any and all rights to acquire shares in the capital of the Company, which rights the Pledgor at present has, and
- (c) any and all other rights pertaining to the shares from the date of their pledge under the Share Pledge, including, inter alia, the right to receive all interest, dividend rights, rights to distributions out of the reserves, rights to the remaining balance upon winding-up of the Company and the right to remittances and other payments pertaining to such shares from the Company

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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

Not Applicable

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 866).

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 870). 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 *Flagan Lavelle International Ltd* X
on behalf of the Pledgee

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

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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 F3/MED/VH/2264014

Company name
Hogan Lovells International
LLP

Address Atlantic House

50 Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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. 4413112
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECOND RANKING SHARE
PLEDGE AGREEMENT DATED 13 MAY 2010 AND CREATED BY
ROCCO FORTE & FAMILY (LUXURY HOTELS) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
OBLIGOR TO THE SECURED PARTIES OR ANY OF THEM 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 19 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 MAY 2010



Companies House
— for the record —

DP
JA



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES