

# MR01

## Particulars of a charge



Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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

☒ **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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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.

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

SATURDAY



A16 \*A78QQKCW\* #147  
23/06/2018  
COMPANIES HOUSE

### 1 Company details

Company number 0 4 9 3 9 0 7 5  
Company name in full RADISSON HOTEL STANSTED AIRPORT LTD

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 2 d 0 m 0 m 6 y 2 y 0 y 1 y 8

### 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 Skandinaviska Enskilda Banken AB (publ)  
One Carter Lane, London EC4V 5AN

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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**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

SECURITY OVER BORROWER'S CASH DEPOSIT DATED 20TH JUNE 2018 BETWEEN BANK AND COUNTERPART OVER ACCOUNT NUMBER 61756017 DESIGNATED CASH COLLATERAL ACCOUNT IN RESPECT OF CREDIT OPEN FACILITIES

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

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**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

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**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).

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**Signature**

Please sign the form here.

Signature

Signature

X



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	LORRAINE McAULIFFE
Company name	SKANDINAVISKA ENSKILDA
	BANKEN AB (PUBL)
Address	ONE CARTER LANE
Post town	LONDON
County/Region	
Postcode	E C 4 V 5 A N
Country	UNITED KINGDOM
DX	
Telephone	0207 246 4168



### 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 £23 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



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

Company number: 4939075

Charge code: 0493 9075 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th June 2018 and created by RADISSON HOTEL STANSTED AIRPORT LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd June 2018.

*P*

Given at Companies House, Cardiff on 2nd July 2018



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**SECURITY OVER BORROWER'S CASH DEPOSIT**  
(Not to be used if third party cash )

**THIS SECURITY DEED** is made the 20<sup>th</sup> day of June 2018 by Radisson Hotel Stansted Airport Ltd whose registered office is Chicago Avenue, Manchester M90 3 RA (the "Borrower") for the benefit of SKANDINAVISKA ENSKILDA BANKEN AB (publ) acting through its London branch at One Carter Lane, London EC4V 5AN, (or such other branch or office as the Bank may specify from time to time) (the "Bank").

**WHEREAS:**

- (1) By a Request for Credit Open facilities (the "Facilities") of even date with this Deed, the Bank has agreed to provide facilities to the Borrower.
- (2) As security for its obligations under the Facilities, the Borrower has agreed to deposit £30,000.00 (thirty thousand pound sterling) with the Bank on the terms and subject to the conditions set out in this Deed.

**NOW THIS DEED WITNESSETH** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Definitions contained herein shall have the same meanings attached to them in the Facilities unless the context otherwise requires.
- 1.2 In this Deed clause headings are inserted for convenience only and shall not affect the construction of this Deed and, unless the context otherwise requires, words denoting the singular number shall include the plural and vice versa. References to persons include references to bodies corporate and unincorporate.

CASHCRG.DOC

certified true  
copy  
20th June 2018  
  


**2. THE DEPOSIT**

- 2.1 The Borrower has deposited with the Bank the sum of £30,000.- (the "principal sum") and that deposit is made and the principal sum is held with the Bank at One Carter Lane, London EC4V 5AN in account number 61756017 designated Cash Collateral Account (the "Account").
- 2.2 Subject to the provisions of this Deed, interest shall accrue on the principal sum (or any part of it) at a rate of interest being the Bank's Base Rate less 0.20 per cent.
- 2.3 In this Deed, the "Deposit" means:-

- (a) the principal sum; and
- (b) the interest accrued or accruing on the principal sum or any part of it,

and references in this Deed to the Deposit, the principal sum or such interest include any part of the Deposit, the principal sum or such interest.

**3. THE BANK'S RIGHTS OF SET OFF AND CONSOLIDATION OF ACCOUNTS**

- 3.1 The Bank may exercise any of the rights specified in this Clause 3 or any other rights which the Bank may have, either:-
- (a) at the same time as, or at any time after, it serves a demand under this Deed; and
  - (b) notwithstanding that any maturity, interest payment or roll-over date attaching to the Deposit may not yet have arrived.
- 3.2 The Bank may:-
- (a) set off any amount outstanding in respect of the Deposit against the amount specified in the demand; and
  - (b) apply the first amount in discharging the second amount; and
  - (c) debit any account or accounts in the name of the Borrower with the amount specified in the demand; and
  - (d) credit an account in the name of the Borrower with any interest which has accrued or is accruing in respect of the Deposit; and

- (e) combine the Account with the account or accounts mentioned in (b) and/or any other account or accounts to which the Bank has credited the principal sum,

provided that the account debited under (c) above does not have to be the Account.

- 3.3 If, on any occasion on which the Bank exercises any of its rights under this Clause 3 the amount of the Deposit is less than the outstanding aggregate of the amounts specified in demands served under this Deed below, the Bank may exercise those rights in respect of such of the amounts so specified, and in such proportions, as the Bank on that occasion decides.
- 3.4 The Bank shall notify the Borrower as soon as reasonably practicable after carrying out a transaction under this Clause 3 and any transaction under this Clause 3 shall be effective to extinguish or, as the case may require, reduce the liabilities of the Bank in respect of the Deposit.
- 3.5 In this Deed references to an amount specified in a demand under this Deed below include any interest which has accrued on that amount, notwithstanding that no demand has been served in respect of that interest.

#### **4. RESTRICTIONS ON WITHDRAWAL AND ASSIGNMENT OF THE DEPOSIT**

- 4.1 The Deposit may be withdrawn only with the Bank's prior written consent; and, except with such consent, no right (present, future or contingent) relating to the Deposit shall be capable of:-
  - (a) being assigned by the Borrower; or
  - (b) being acquired by another person in any other way.
- 4.2 The Borrower shall not, except with the Bank's prior written consent, assign or attempt to assign any right (present, future or contingent) relating to the Deposit. In this Clause 4 references to assignment include the creation, or permitting to arise, of any form of beneficial or security interest and every other kind of disposition. An act or transaction which is contrary to, or inconsistent with, this Clause 4 shall be void as regards the Bank.

#### **5. CHARGE**

- 5.1 The Borrower with full title guarantee charges the Deposit by way of fixed and continuing security with the payment of every amount which is specified in a demand under this Deed below.

5.2 On the service of such a demand, this charge shall become enforceable and the Bank shall be entitled to appropriate the Deposit in or towards payment of the specified amount, and may do so notwithstanding that any maturity, interest payment or roll-over date attached to the Deposit may not yet have arrived.

5.3 References in this Clause 5 to an amount specified in a demand shall be construed in accordance with Clause 3.5 above.

**6. FURTHER DOCUMENTATION AND POWERS OF ATTORNEY**

6.1 The Borrower shall execute forthwith any document which the Bank may specify for the purpose of:-

- (a) supplementing the rights which this Deed confers on the Bank in relation to the Deposit; or
- (b) creating a mortgage or charge of the Deposit to replace or supplement the charge created in Clause 5 hereof; or
- (c) confirming that the Bank's liabilities in respect of the Deposit have been extinguished or reduced by or in consequence of such a transaction under Clauses 3 or 5 hereof; or
- (d) registering or otherwise perfecting this Deed or any mortgage or charge created under paragraph (b) hereof; or
- (e) anything done under Clauses 6.5 or 6.6 hereof.

6.2 The terms of any such document shall be as specified by the Bank. The Borrower shall also forthwith do any act and execute any document which the Bank specifies for the purpose of enabling or assisting the Bank to comply, in relation to the Deposit, with any legal requirement or directive applicable to the Bank.

6.3 For the purpose of securing performance of the Borrower's obligations under Clauses 6.1 and 6.2, the Borrower irrevocably appoints the Bank its attorney, on its behalf and in its name or otherwise, to sign or execute any document which, in the opinion of the Bank, the Borrower is obliged, or could be required, to sign or execute under this Deed.

6.4 The Bank may appoint any person or persons its substitute under that power of attorney and may also delegate that power of attorney to any person or persons.

6.5 In addition, the Borrower irrevocably authorises the Bank:-

- (a) to open any accounts with the Bank in the Borrower's name; and



- (b) to make any entries on and transfers from any accounts with the Bank in the Borrower's name,

which the Bank considers necessary or convenient for the purposes of this Deed or in connection with any transaction or intended transaction under this Deed.

- 6.6 Without limiting its generality, the previous sub-clause entitles the Bank to break the Deposit in whole or in part, and to transfer any part or parts of the Deposit to an account or accounts denominated in a different currency or currencies and/or having a different interest payment or roll-over date or dates from the rest of the Deposit.

## **7. REPRESENTATIONS**

- 7.1 The Borrower hereby represents and warrants to the Bank that:- (a) it is a body corporate duly organised and validly existing under the laws of the place of its incorporation and has full power and authority to enter into, and perform all its obligations under this Deed; (b) this Deed constitutes its legal, valid and binding obligations enforceable against it in accordance with its terms; (c) the entry into and performance by it of this Deed does not and will not violate in any respect any law or regulation, its constitutional documents, any fiduciary obligation it owes to a third party or any agreement to which it is a party; (d) all consents, licences, approvals and authorisations required in connection with this Deed and the transactions contemplated hereby have been obtained and are in full force and effect; (e) no action, suit, proceeding, litigation or dispute against it or any of its Subsidiaries is presently taking place or pending or, to its knowledge, threatened; (f) neither it nor any of its Subsidiaries is in default under any agreement to which it is a party; (g) it is the absolute beneficial owner of the Deposit; and (h) no third party has any type of interest, right or claim (present, future or contingent) in or to the Deposit.

## **8. COSTS AND EXPENSES**

- 8.1 The Borrower shall pay to the Bank on demand all costs, fees and expenses (including, but not limited to, legal fees and expenses) and Taxes thereon incurred by the Bank in connection with:-
  - (a) the negotiation, preparation and execution of this Deed; and/or
  - (b) the preserving or enforcing of, or attempting to preserve or enforce, any of its rights under this Deed.
- 8.2 The Borrower shall pay to the Bank on demand all costs, fees and expenses (including, but not limited to, legal fees and expenses) and Taxes thereon incurred by the Bank in connection with:-

- (a) any variation of, or amendment or supplement to, any of the terms of this Deed; and/or
- (b) any consent or waiver required from the Bank in relation to this Deed,

and in each case, regardless of whether the same is actually implemented, completed or granted, as the case may be.

- 8.3 The Borrower shall pay promptly all stamp, documentary and other like duties and Taxes to which this Deed may be subject or give rise and shall indemnify the Bank on demand against any and all liabilities with respect to or resulting from any delay or omission on the part of the Borrower to pay any such duties or Taxes.

## **9. MISCELLANEOUS**

- 9.1 The rights of the Bank under this Deed will not be discharged or prejudiced by:-

- (a) any kind of variation or replacement of the Facility Agreement or any related security, including a variation or replacement which provides for additional advances or credit to the Borrower;
- (b) any arrangement or concession, including a rescheduling, which the Bank may make in relation to the Facility Agreement or any related security, or any action by the Bank and/or the Borrower which is contrary to the terms of the Facility Agreement;
- (c) any release or discharge, whether granted by the Bank or effected by the operation of any law, of all or any of the Borrower's obligations under the Facility Agreement or of any related security;
- (d) any change in the membership and/or control of the Borrower and/or any merger, demerger or reorganisation involving the Borrower;
- (e) the Borrower not having been validly formed or constituted, or the Borrower being liquidated or ceasing to exist; or
- (f) any event or matter which is similar to, or connected with, any of the foregoing.

and the rights of the Bank under this Deed do not depend on the Facility Agreement or any related security being or remaining valid.

- 9.2 In Clause 9.1 "related security" means any Security Interest which is related to the Facility Agreement, including any such security which is created or issued after the date of this Deed.

- 9.3 Notwithstanding that all amounts owing under the Facility Agreement have been paid by the Borrower or recovered from a realisation of its property, this Deed shall remain in full force and effect until the Bank states in writing that it is satisfied that, in the event of any subsequent liquidation, administration or bankruptcy of the Borrower, there would be no possibility that a payment or recovery under the Facility Agreement could be set aside or that the Bank could be required to make a repayment to the Borrower or its liquidator, administrator or trustee in bankruptcy.
- 9.4 The rights of the Bank under this Deed are cumulative and each of those rights is exercisable as often as the Bank considers appropriate.
- 9.5 Nothing in this Deed excludes or restricts any form of banker's lien or right of set off or any other right or remedy which the Bank would have had, apart from this Deed, under the general law, the Bank's terms and conditions relating to accounts or otherwise.
- 9.6 In this Deed references to the FACILITIES include any kind of variation or replacement of it; and references to the Bank and the Borrower include their respective successors and permitted assigns.
- 9.7 Except as otherwise provided for in this Deed, all notices or other communications under or in respect of this Deed to either party hereto shall be in writing and shall be deemed to be duly given or made when delivered (in the case of personal delivery or letter) and when despatched (in the case of telex) or when actually received (in the case of facsimile) to such party addressed to it at the address specified above or such address as such party may hereafter specify for such purpose to the other by notice in writing. A written notice includes a notice by telex or facsimile.
- 9.8 A certificate or determination of the Bank as to any matter provided for in this Deed shall be conclusive and binding on the Borrower in the absence of manifest error.
- 9.9 This Deed shall be binding upon and inure to the benefit of the Bank and the Borrower and their respective successors and permitted assigns provided that the Borrower may not assign or transfer any of its rights and/or obligations under this Deed.
- 9.10 No delay or omission on the part of the Bank in exercising any right, power or remedy under this Deed or the Indeminty shall impair such right, power or remedy or be construed as a waiver thereof or of any other right, power or remedy and any amendment or waivers or other indulgences granted to the Borrower by the Bank shall only be effective if notified to them by the Bank in writing.
- 9.11 If any one or more of the provisions in this Deed is or becomes invalid, illegal or unenforceable in any respect under any law or regulation, the validity, legality and enforceability of the remaining provisions of this Deed shall not be in any way affected or impaired thereby.

**10. LAW AND JURISDICTION**

This Deed is governed by and construed in accordance with, English law. The courts of England shall have jurisdiction to settle any disputes which may arise out of or in connection with this Deed; but this provision is for the benefit of the Bank only. Nothing in this Clause shall exclude or limit any right which the Bank may have (whether under the law of any country, an international convention or otherwise) with regard to the bringing of proceedings, the service of process, the recognition or enforcement of a judgment or any similar or related matter in any jurisdiction.

IN WITNESS whereof the Borrower has, on the date first above written, seal to be affixed to executed this Deed as a deed.

EXECUTED as a Deed )  
by Radisson Hotel Stansted Airport Ltd )  
and SIGNED AND )  
DELIVERED on its behalf )  
by:- )

KEVIN GREENWOOD

JANINE ROBERTSON

Authorised Signatory



Authorised Signatory

