

MG01

Particulars of a mortgage or charge

223171/13



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**

You cannot use this form  
particulars of a charge if  
company. To do this, pl  
form MG01s

WEDNESDAY



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LD3

22/06/2011

17

COMPANIES HOUSE

For official use

1

**Company details**

Company number

0 5 4 2 9 5 2 0

Company name in full

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

**Filing 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

d0 d8 m0 m6 y2 y0 y1 y1

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

Share pledge agreement over the shares in Rocco Forte & Family (Luxury Hotels) GmbH dated 8  
June 2011 made between the Pledgor (1) in favour of Bank of Scotland plc in its capacity as  
Arranger, Agent, Security Trustee, Original Lender, Issuing Bank and Original Hedging  
Counterparty (each term as defined in the Continuation Pages to Section 6 of this Form MG01) (2)  
(the "Share Pledge")

4

**Amount secured**

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

Amount secured

The Secured Claims (as defined in the Continuation Pages to Section  
6 of this Form MG01)

Reference to a defined Finance Document (including the Facilities  
Agreement) (as defined in the Continuation Pages to Section 6 of this  
Form MG01) or another document is a reference to that defined  
Finance Document or that other document as (from time to time)  
amended, restated, varied, supplemented, extended or novated

**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		<b>Continuation page</b> 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		
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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>In this Section 6, references to Clauses and Schedules are to Clauses of, and Schedules to, the Share Pledge unless otherwise specified. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.</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 which must be read as part of those charges.</p> <p style="text-align: center;"><b>Particulars of property mortgaged or charged</b></p> <p>1 By Clause 2 1, the Pledgor pledged (<i>verpfandet</i>) to the Pledgees for their rateable and equally ranking interest as security all of its Shares in the Company.</p> <p>2 By Clause 2 2, the Pledgor agree that Pledges would in any event extend to all Shares in the Company held by the Pledgor and all ancillary rights in respect thereof notwithstanding (and would under no circumstances be affected by) the number or nominal amount of the Shares or the registered share capital stated in Recital (D) of the Share Pledge potentially being described inaccurately. In any event, the Pledgor agreed that all shares in the Company in whatever nominal amount owned or held by the Pledgor would be pledged under the Share Pledge to the Pledgees and all such shares would also be "Shares" for the purpose of the Share Pledge.</p> <p style="text-align: right;"><b>PLEASE SEE CONTINUATION PAGES</b></p>		

# 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	<p data-bbox="312 510 1514 577">3 By Clause 2 3 (<i>Pledges</i>) the Pledgor agreed that, included in the Pledges are all rights existing on and after the Pledge Date</p> <ul style="list-style-type: none"> <li data-bbox="448 600 1514 633">(a) to receive dividends (if any) payable in respect of the Shares,</li> <li data-bbox="448 656 1514 880">(b) to receive liquidation proceeds (<i>Liquidationserlöse</i>), consideration for redemption (<i>Einziehungsentgelte</i>), repaid capital in case of a capital decrease (<i>Kapitalherabsetzung</i>), any compensation in case of termination (<i>Kündigung</i>), withdrawal (<i>Austritt</i>) or exclusion for good cause (<i>Ausschluss aus wichtigem Grund</i>), the surplus in case of surrender (<i>Preisgabe</i>) and all other pecuniary claims associated with the Shares and/or the repayment claims for any additional capital contributions (<i>Nachschüsse</i>),</li> <li data-bbox="448 902 1514 1126">(c) all other pecuniary rights and benefits existing on and after the Pledge Date attributable to the Shares, including without limitation all pecuniary claims of the Pledgor against the Company existing on and after the Pledge Date arising under or in connection with any domination and/or profit transfer agreement (<i>Beherrschungs- und/oder Gewinnabführungsvertrag</i>) or partial profit transfer agreement (<i>Teilgewinnabführungsvertrag</i>) which may be entered into between the Pledgor and the Company, and</li> <li data-bbox="448 1149 1514 1216">(d) all rights existing on and after the Pledge Date attached to the Shares to the extent that these can be pledged (<i>verpfandet</i>)</li> </ul> <p data-bbox="571 1283 1233 1317" style="text-align: center;"><b>Covenants and Restrictions contained in the Pledge</b></p> <p data-bbox="312 1350 1514 1541">1 By Clause 6 1 (<i>Exercise of Membership Rights, Dividends</i>), unless expressly permitted by the Facilities Agreement, the Pledgor agreed that it would refrain from any action and would not permit any acts or omissions by which the value of the Shares would be negatively affected, in particular (but without limitation) any vote on the following type of shareholder resolutions if and when such shareholder resolution may negatively affect the value of the Shares or lead to the extinguishment (<i>Untergang</i>) of the Shares</p> <ul style="list-style-type: none"> <li data-bbox="403 1563 1514 1597">(a) increase or reduction of the registered share capital,</li> <li data-bbox="403 1619 1514 1686">(b) distribution of dividends to the shareholders or third parties made in violation of the principles of the Finance Documents on distributions,</li> <li data-bbox="403 1709 1514 1742">(c) changes of material provisions of the articles of association of the Company, and/or</li> <li data-bbox="403 1765 1514 1798">(d) a liquidation or dissolution of the Company or termination of its business</li> </ul> <p data-bbox="1018 1877 1514 1910" style="text-align: right;"><b>PLEASE SEE CONTINUATION PAGE 2</b></p>	<p data-bbox="1185 454 1514 488" style="text-align: right;"><b>CONTINUATION PAGE 1</b></p>

# 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	<p data-bbox="312 510 328 544">2</p> <p data-bbox="408 510 1503 577">By Clause 7 (<i>Undertakings</i>), the Pledgor undertook to the Security Trustee and to each of the Pledgees</p> <ul style="list-style-type: none"> <li data-bbox="408 600 1503 723">(a) not to take, or participate in, any action which results or may result in the Pledgor's loss of ownership of all or part of its Shares or would defeat, impair or circumvent in any way the rights of the Pledgees unless expressly permitted otherwise under any of the Finance Documents,</li> <li data-bbox="408 745 1503 880">(b) in the event of an increase in the share capital of the Company, not to allow, without the prior written consent of the Pledgees (acting through the Security Trustee) any party other than the Pledgor to subscribe for any Future Shares and not to impair or circumvent in any way the rights of the Pledgees created under the Pledge,</li> <li data-bbox="408 902 1503 992">(c) not to allow a repayment of the share capital by way of share capital reduction (<i>Herabsetzung des Stammkapitals</i>) to happen, unless expressly permitted under the Finance Documents,</li> <li data-bbox="408 1014 1503 1171">(d) not to do anything or cause or permit anything to be done which will, or could be reasonably expected to, materially adversely affect the security or the rights of the Pledgees granted under the Pledge or which in any way materially depreciates, jeopardises or otherwise prejudices the security created under the Pledge unless expressly permitted under any of the Finance Documents</li> </ul>	<p data-bbox="1182 454 1503 488"><b>CONTINUATION PAGE 2</b></p> <p data-bbox="1015 1261 1503 1294"><b>PLEASE SEE CONTINUATION PAGE 3</b></p>

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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

CONTINUATION PAGE 3

### Definition

In this Form MG01 the following expressions shall have the following meanings respectively set out below

Capitalised terms used in this Form MG01 and not otherwise defined herein have the meanings given to them in the Facilities Agreement

**"Acceding Borrowers"** means Rocco Forte & Family Limited, RF Hotels Limited and Rocco Forte & Family (Hotel Management) Limited

**"Acceding Guarantors"** means Rocco Forte & Family Limited, RF Hotels Limited, Rocco Forte & Family (Hotel Management) Limited, Rocco Forte & Family (Executive Hotel Program) Limited, Rocco Forte & Family (Germany) Limited, Rocco Forte & Family (Italy) Limited, Rocco Forte & Family (Russia) Limited and Rocco Forte & Family (Rome) SpA

**"Additional Borrower"** means any person or other entity which becomes a borrower under the Facilities Agreement after the date of its signing

**"Additional Guarantor"** means a company which issues a guarantee and/or accedes to the Facilities Agreement as a guarantor after the date of its signing

**"Agent"** has the meaning given to that term in the Facilities Agreement

**"Ancillary Lender"** means a Lender that has provided an ancillary facility with reference to the Facilities Agreement

**"Arranger"** has the meaning given to that term in the Facilities Agreement

**"Borrowers"** means the Original Borrower, the Acceding Borrowers and any Additional Borrower

**"Company"** means Rocco Forte & Family (Luxury Hotels) GmbH, a limited liability company (*GmbH*) established under German law seated in Frankfurt am Main and registered in the commercial register of the Local Court of Frankfurt am Main under registration number HR B 88128

**"Compliance Certificate"** means any certificate with reference to the Facilities Agreement under which an Obligor formally confirms its compliance with any or all of its obligations under the other Finance Documents

PLEASE SEE CONTINUATION PAGE 4

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## 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

CONTINUATION PAGE 4

**"Existing Shares"** means the total registered share capital (*Stammkapital*) of the Company which amounts to EUR 26,000. The Pledgor holds 3 shares in the Company with nominal amounts of EUR 22,500 (in words twenty two thousand five hundred), EUR 2,500 (in words two thousand five hundred) and EUR 1,000 (in words one thousand).

**"Facilities Agreement"** means the Original Facilities Agreement with certain amendments and changes made to the provisions pursuant to the Seventh Supplemental Agreement, including the accession of additional borrowers and the increase of amounts of the credit facilities granted thereunder.

**"Finance Document"** means the Facilities Agreement, any Accession Deed, any Compliance Certificate, any Resignation Letter, any Selection Notice, any Utilisation Request, any Fee Letter, the Security Documents, any Ancillary Document, any Letter of Credit, any Hedging Agreement, the Hedging Strategy Letter, the Syndication Letter, the Holdco Letter, the Non-Executive Director Letter, the Inter Creditor Agreement, the Seventh Supplemental Agreement and any other document designated as such by the Agent and the Parent or (prior to the Refinancing Effective Date) the Agent and Rocco Forte & Family (Luxury Hotels) Limited (each term as defined in the Facilities Agreement if not defined in this Schedule).

**"Finance Party"** means each of the Agent, the Security Trustee, a Hedging Counterparty, the Arranger, a Lender, the Issuing Bank or any Ancillary Lender.

**"Future Pledgee"** means any Finance Party other than an Original Pledgee.

**"Future Shares"** means all additional shares in the capital of the Company (irrespective of their nominal value) which the Pledgor may acquire after the Pledge Date in the event of a share transfer, a share split, a share combination, an increase of the capital of the Company (including by way of authorised capital (*genehmigtes Kapital*)) or otherwise.

**"Guarantors"** means the Original Guarantors, the Acceding Guarantors and any Additional Guarantor.

**"Hedging Agreement"** means any master agreement, confirmation or other document evidencing any interest rate for the purpose of hedging facilities granted under the Facilities Agreement.

**"Hedging Strategy Letter"** means the hedging strategy letter between the Agent and the Parent dated on or around the Refinancing Effective Date in relation to hedging.

**"Hedging Counterparty"** means the Original Hedging Counterparty or another counterparty approved which is or has become, a party to the Facilities Agreement as a hedging counterparty and to the Inter Creditor Agreement as a hedging counterparty.

PLEASE SEE CONTINUATION PAGE 5

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## 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

CONTINUATION PAGE 5

**"HoldCo Letter"** means the letter between the Parent and the Agent dated on or around the Refinancing Effective Date and relating to the Agent's right to require the insertion of a holding company above the Parent at any time at its sole discretion

**"Inter Creditor Agreement"** means the inter creditor agreement dated 3 July 2003 between *inter alios* the Parent, the Agent, the Security Trustee, the Lenders, Rocco Forte & Family (Belgium) Limited and certain of its subsidiaries and Browns Hotel Limited as last amended and restated by the third supplemental inter creditor agreement dated on or about the date of the Share Pledge

**"Issuing Bank"** has the meaning given to that term in the Facilities Agreement

**"Lender"** means the Original Lender and each bank or other entity which becomes a lender under the Facilities Agreement after the Pledge Date

**"Letter of Credit"** means any letter of credit provided under the Facilities Agreement

**"Obligors"** means a Borrower or a Guarantor

**"Original Borrower"** means Rocco Forte & Family (Luxury Hotels) Limited

**"Original Guarantors"** means Rocco Forte & Family (Luxury Hotels) Limited, the Pledgor, Rocco Forte & Family (Czech Republic) Limited, Rocco Forte & Family (Belgium) Limited, Rocco Forte & Family (London) Limited, Rocco Forte & Family (Geneva) Limited, Rocco Forte & Family (The Lowry Hotel) Limited, Rocco Forte & Family (Munich) GmbH, Rocco Forte & Family (Luxury Hotels) GmbH, Rocco Forte & Family (Brussels) SA, Browns Hotel Limited

**"Original Hedging Counterparty"** has the meaning given to that term in the Facilities Agreement

**"Original Lender"** has the meaning given to that term in the Facilities Agreement

**"Original Pledgees"** means the Arranger, the Agent, the Security Trustee, the Original Lender, the Issuing Bank and the Original Hedging Counterparty

**"Parallel Debt"** means the abstract acknowledgement of debt (or similar independent obligation) by the Obligors pursuant to the Inter Creditor Agreement to pay to the Security Trustee amounts equal to, and in the currency of each amount due and payable by the relevant Obligor to any of the Finance Parties and under the Finance Documents as and when that amount falls due for payment under the relevant Finance Document

**"Parent"** means Rocco Forte & Family Limited (company number 03277921) having its registered office at 70 Jermyn Street, London, SW1Y 6NY

PLEASE SEE CONTINUATION PAGE 6

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## 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

CONTINUATION PAGE 6

"Parties" means the Pledgor and the Pledgees

"Pledge Date" means 8 June 2011

"Pledges" means all pledges (*Pfandrechte*) created under the Share Pledge

"Pledgees" means the Original Pledgees and any Future Pledgee

"Refinancing Effective Date" means 8 June 2011

"Secured Claims" means the claims as set out in clauses 1 and 2 below

- 1 The Pledges serve as security for all claims (including contingent) existing on and after the Pledge Date
  - a) that the Security Trustee may have in such capacity against the Obligors under the Parallel Debt, and
  - b) that the Pledgees may have against any Obligor arising from, or in connection with, the Finance Documents, as well as with respect to payments made in connection with the Finance Documents and including, without limitation, all costs, charges and expenses incurred by the Pledgees (or any of them) in connection with the protection, preservation or enforcement of their respective rights under the Finance Documents, (contractual or statutory) claims for damages (*Schadenersatz*) and claims to repayment of unjust enrichment (*ungerechtfertigte Bereicherung*), also in the case of an invalidity of the relevant Finance Document, in connection with the Finance Documents and the transactions contemplated therein
- 2 In the case of agreed amendments to or restatements or novations of the Facilities Agreement or any other Finance Document the Parties agree that the Pledges shall also serve as security for the claims of the Pledgees under, or in connection with, the relevant Finance Document as amended, restated or novated, including, without limitation, any variation or increase of principal or interest or any extension of maturity or any variation in the composition of the facilities provided under any Finance Document in each case together with all claims to payment of interest, charges, costs and expenses incurred by the Pledgees in connection with the protection, preservation or enforcement of their respective rights under the Finance Documents. The Pledges shall serve as security also in case of an invalidity of any such amendment, restatement or novation for any claim for damages (*Schadenersatz*) and repayment of unjust enrichment (*ungerechtfertigte Bereicherung*), as well as with respect to payments made in connection with any such amendment, restatement or novation or any other claim arising in connection with the Finance Documents and the transactions contemplated therein

PLEASE SEE CONTINUATION PAGE 7



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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: right;"><b>CONTINUATION PAGE 7</b></p> <p><b>"Security"</b> means the Pledges granted under the Share Pledge and any other security granted or to be granted to the Security Trustee and/or the other Finance Parties as security for the claims of the Finance Parties under or in respect of the Finance Documents</p> <p><b>"Security Documents"</b> means (i) any act or document relating to the Security and (ii) any notice, declaration or statement relating to any of the Security</p> <p><b>"Security Trustee"</b> means the Bank of Scotland plc acting as security agent and trustee for the Pledgees</p> <p><b>"Seventh Supplemental Agreement"</b> means the seventh supplemental agreement dated on or about the Pledge Date among, inter alios, the Original Borrower, the Original Guarantors and Bank of Scotland plc as Agent, Issuing Bank, Security Trustee, Hedging Counterparty and Lender pursuant to which certain changes were made to the Original Facilities Agreement</p> <p><b>"Shares"</b> means the Existing Shares and the Future Shares</p> <p style="text-align: right;"><b>END OF CONTINUATION PAGES</b></p>	

# 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

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 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 Hagen Lovas Interaktion LLC P. X

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 F3MED/FB/2436581

Company name  
Hogan Lovells International  
LLP

Address Atlantic House

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,  
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)**



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

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

**COMPANY NO. 5429520  
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE PLEDGE AGREEMENT  
DATED 8 JUNE 2011 AND CREATED BY ROCCO FORTE &  
FAMILY (LUXURY HOTELS) (GERMANY) LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO BANK OF SCOTLAND PLC (SECURITY TRUSTEE)  
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 22 JUNE 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 JUNE 2011**



*Companies House*  
— for the record —



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