

MG01

223173/195



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**  
You cannot use this form  
particulars of a charge for  
company. To do this, please  
use form MG01s

WEDNESDAY



LD3 22/06/2011 39

COMPANIES HOUSE

1 **Company details**

Company number 05521655  
Company name in full Rocco Forte & Family (Czech Republic) Limited  
(the "Charging Company")

→ **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 09/06/2011

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 Debenture dated 9 June 2011 made between the Charging Company and others (1) in favour of  
Bank of Scotland plc (in its capacity as Security Trustee for the Beneficiaries (as defined in the  
Continuation Pages to Section 6 of this Form MG01)) (2) (the "Debenture")

4 **Amount secured**

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

Amount secured The Secured Sums (as defined in the Continuation Pages to Section  
6 of this Form MG01)  
  
References to any Finance Document (as defined in the Continuation  
Pages to Section 6 of this Form MG01) includes references to such  
Finance Document as varied in any manner from time to time, even if  
changes are made to the composition of the parties to such  
document or to the nature or amount of any facilities made available  
under such document

**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	
Address	(in its capacity as Security Trustee for the Beneficiaries) 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 Debenture unless otherwise specified. References in this Form MG01 to the Debenture or to any other document (including any Finance Document) include reference to the Debenture, or to such other document, as varied in any manner from time to time. 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 Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges.</p> <p><b>The Debenture creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets as follows</b></p> <p style="text-align: center;"><b>Particulars of property mortgaged or charged</b></p> <p>1 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, assigned (insofar as the same are capable of assignment) absolutely to the Security Trustee by way of security</p> <ul style="list-style-type: none"><li>(a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies,</li><li>(b) all of its rights, title and interest from time to time in respect of the Hedging Agreements,</li><li>(c) all of its rights, title and interest from time to time in respect of all Management Contracts, and</li><li>(d) all of its rights, title and interest from time to time in respect of the RF Licence Agreement</li></ul> <p style="text-align: right;"><b>PLEASE SEE ATTACHED CONTINUATION PAGES</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 1

- 2 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Trustee
- (a) [\*Intentionally left blank\*]
  - (b) by way of legal mortgage, all Land in England and Wales vested in it at the Debenture Date and not registered at the Land Registry,
  - (c) by way of fixed charge
    - (i) all other Land which is at the Debenture Date, or in the future becomes, its property,
    - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to it,
    - (iii) all plant and machinery at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 3.2 of the Debenture,
    - (iv) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
    - (v) all Specified Investments which are at the Debenture Date its property, including all proceeds of sale derived from them,
    - (vi) all Specified Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
    - (vii) all Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Specified Investments,
    - (viii) all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Specified Investments,
    - (ix) all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Debenture Date or in the future deposited by it with the Security Trustee, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture,

PLEASE SEE CONTINUATION PAGE 2

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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 2

- (x) all its goodwill and uncalled capital for the time being,
- (xi) to the extent not effectively assigned under Clause 3 1 of the Debenture (*Assignments*), all other Intellectual Property belonging to it at the Debenture Date, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xiii) to the extent not effectively assigned under Clause 3 1 of the Debenture (*Assignments*), the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xiv) all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (xv) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs 3 2(c)(xi) to (xiii) inclusive of Clause 3 2 of the Debenture,
- (xvi) all trade debts at the Debenture Date or in the future owing to it,
- (xvii) all other debts at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,
- (xviii) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 1 (*Assignments*),
- (xix) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account,
- (xx) any beneficial interest, claim or entitlement it has to any pension fund at the Debenture Date or in the future,
- (xxi) all rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Debenture,
- (xxii) all moneys at any time standing to the credit of any Holding Account and/or Mandatory Prepayment Account, and

PLEASE SEE CONTINUATION PAGE 3

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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**

(xxiii) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

3 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to Security Trustee by way of floating charge

(a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 1 of the Debenture (*Assignments*) or charged by any fixed charge contained in Clause 3 2 of the Debenture (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4 4 of the Debenture (*Reconversion*), and

(b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that the Charging Company shall not create any Security (save for Permitted Security Rights) over any such Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 7 of the Debenture (*Negative pledge and other restrictions*) with respect to any such Asset, and the Charging Company shall not, without the consent of the Security Trustee, sell, transfer, part with or dispose of any such Asset (except by way of a Permitted Disposal or by way of a sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document)

**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

#### Covenants and Restrictions contained in the Debenture

- 1 By Clause 6 1 of the Debenture (*Collection Account*), except where moneys are to be paid into a Mandatory Prepayment Account, a Holding Account or into any overseas bank account (subject to Clause 26 1(x) (*Cash Management*) of the Facilities Agreement) in accordance with the terms of any other Finance Document, the Charging Company agreed to collect and realise all its Receivables and, immediately on receipt, pay all money so collected into the Collection Account specified from time to time by the Security Trustee. The Charging Company agreed, pending such payment, to hold all money so received upon trust for the Security Trustee.
- 2 By Clause 6 3 of the Debenture (*No Derogation*), the Charging Company agreed not to purport, without the Security Trustee's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery, other than in relation to the commutation of Receivables with its customers in the ordinary course of business.
- 3 By Clause 7 of the Debenture (*Negative pledge and other restrictions*), the Charging Company agreed that it would not, without the prior written consent of the Security Trustee (and with the exception of Permitted Security Rights, Permitted Disposals or as otherwise permitted by the Facilities Agreement)
  - (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or
  - (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so
- 4 By Clause 11 2 of the Debenture (*Negative covenants*), the Charging Company agreed that, unless otherwise permitted by the Facilities Agreement, it would not (amongst other things) without the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed)
  - (a) exercise any power of leasing in relation to its Land, accept surrenders of leases of its any Land or agree to do so, or enter into any operating leases or similar arrangement in respect of any of its land,
  - (b) extend, renew on substantially different terms or vary any lease or tenancy agreement or give any licence to assign or underlet in relation to its Land to the extent that it would be reasonably likely to materially adversely effect its value or the value of the Security constituted by the Debenture, or
  - (c) share the occupation of any Land with any other person or agree to do so

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**

5 By Clause 12 2 (*Negative Covenants*) unless otherwise permitted by the Facilities Agreement the Charging Company agreed that it would not, without the prior written consent of the Security Trustee (other than as expressly permitted by the Finance Documents)

- (a) sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, or purport or agree to do so or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights,
- (b) enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance whatever,
- (c) amend the specification of any registered trade mark included in its Intellectual Property Rights or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered, or
- (d) amend the specification or drawings referred to in any granted patent

6 By Clause 13 4 (*Negative Covenant*) the Charging Company agreed that it would not, unless permitted under the Finance Documents or with the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed) consent to its Specified Investments being consolidated, sub-divided or converted or any rights attached to them being varied

**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

### Definitions

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

**"Account Bank"** means Bank of Scotland plc

**"Assets"** means all the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them

**"Beneficiary"** means each Finance Party

**"Chargor"** means each company listed below and (with effect from its accession) each other company which executes a deed of accession and charge and any company which subsequently adopts the obligations of a Chargor

Name of Chargor	Registered Number
Rocco Forte & Family Limited	03277921
Rocco Forte & Family (Luxury Hotels) Limited	04413112
Rocco Forte & Family (Executive Hotel Program) Limited	03365725
Rocco Forte & Family (Russia) Limited	03298971
Rocco Forte & Family (Italy) Limited	03391144
Rocco Forte & Family (Germany) Limited	03710232
Rocco Forte & Family (Hotel Management) Limited	04045930
RF Hotels Limited	03225754
Rocco Forte & Family (Luxury Hotels) (Germany) Limited	05429520
Rocco Forte & Family (Czech Republic) Limited	05521655
Rocco Forte & Family (Belgium) Limited	03893836
Rocco Forte & Family (London) Limited	04713134
Rocco Forte & Family (Geneva) Limited	05133159
Rocco Forte & Family (The Lowry Hotel) Limited	03807696
Browns Hotel Limited	03197645

**"Collection Accounts"** means the Charging Company's account with the Account Bank into which it is required to pay its Receivables pursuant to Clause 6.1 (*Collection Account*)

**"Company"** means Rocco Forte & Family Limited a limited liability company incorporated under the laws of England and Wales with registered number 03277921

**"Debenture Date"** means 9 June 2011

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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

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**"Derivative Rights"** includes

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise,
- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments, and
- (c) stock, shares and securities offered in addition to or in substitution for any Investments

**"Excluded Leasehold"** means the lease dated 27 April 2007 and made between Rocco Forte & Family Limited and The Crown Estate Commissioners in relation to the property known as 70 Jermyn Street, London SW1Y 6NY

**"Facilities Agreement"** means the facilities agreement dated 20 June 2003 and made between, amongst others, Rocco Forte & Family (Luxury Hotels) Limited and Bank of Scotland plc as Arranger, Original Lender, Agent, Security Trustee and in various other capacities as amended and restated on 17 November 2004, as further amended and restated on 28 September 2007, as further amended on 25 March 2008 and 2 July 2008, as further amended and restated on 31 October 2008, as further amended on 20 January 2010 and as further amended and restated on or about the Debenture Date and as further amended and/or restated from time to time (each term as defined therein)

**"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 Inter Creditor Agreement, the Seventh Supplemental Agreement and any other document designated as such by the Agent and the Company or (prior to the Refinancing Effective Date) the Agent and Rocco Forte & Family (Luxury Hotels) Limited (each term as defined in the Facilities Agreement unless otherwise defined in this Schedule)

**"Finance Party"** means the Agent, the Security Trustee, a Hedging Counterparty, the Arranger, a Lender, an Issuing Bank or any Ancillary Lender (each term as defined in the Facilities Agreement unless otherwise defined in this Schedule)

**"Fixed Security Asset"** means an Asset for the time being comprised within an assignment created by Clause 3.1 of the Debenture (*Assignments*) or within a mortgage or fixed charge created by Clause 3.2 of the Debenture (*Fixed security*) or arising on crystallisation of a floating charge whether under Clause 4 of the Debenture (*Crystallisation*) or otherwise

**"Group"** means the Company and its Subsidiaries for the time being

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

PLEASE SEE CONTINUATION PAGE 8

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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

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

**"Insurance Policy"** means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or (to the extent of its interest) in which the Charging Company has an interest at any time

**"Intellectual Property"** means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights

**"Intellectual Property Rights"** means all and any of the Charging Company's Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to paragraphs (c)(xii) to (xvii) inclusive of Clause 3.2 (*Fixed security*)

**"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 RFF Brussels Group Companies and the London Target as amended by the Supplemental Inter Creditor Agreement, as amended and restated on 31 October 2008, as further amended by the Second Supplemental Inter Creditor Agreement and as amended and restated by the Third Supplemental Inter Creditor Agreement (each term as defined in the Facilities Agreement unless otherwise defined in this Schedule)

**"Investments"** means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise

**"Land"** means freehold and leasehold, and any other estate in, land (other than the Excluded Leasehold) and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

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

**"Mandatory Prepayment Account"** has the meaning given to that term in the Facilities Agreement

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

**"Permitted Security Rights"** has the meaning given to that term in the Facilities Agreement

PLEASE SEE CONTINUATION PAGE 9

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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

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**"Receivables"** means all the Charging Company's sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 3 2 (*Fixed security*)

**"RF Licence Agreement"** means the trade mark licence agreement dated 10 April 2008 between the Company, Rocco Forte & Family (Hotel Management) Limited and Sir Rocco Forte Limited, as amended on 6 April 2009 and as may be amended and/or restated from time to time, in relation to the 'Rocco Forte', 'Rocco Forte Hotels' and 'RF Hotels' trade marks and logo

**"Secured Sums"** 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 Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and
- (a) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

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

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

**"Security Trustee"** means Bank of Scotland plc acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents

**"Specified Investments"** means, in relation to the Charging Company, all Investments which at any time

- (a) represent a holding in a Subsidiary of such Charging Company or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Act "30 per cent or more" were substituted for "a majority",
- (b) are held in the name of the Security Trustee or its nominee or to its order, or
- (c) that Charging Company has deposited certificates for with the Security Trustee or which, if uncertificated, are held in an escrow or other account in favour of the Security Trustee or its nominee

END OF CONTINUATION PAGES

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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 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 Hogen Lorus International LLP. 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 F3/MED/FB/2433943 10

Company name  
Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region London

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 [enquires@companieshouse.gov.uk](mailto:enquires@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. 5521655  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 9 JUNE 2011  
AND CREATED BY ROCCO FORTE & FAMILY (CZECH  
REPUBLIC) LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM EACH CHARGOR TO ALL OR ANY OF THE  
BENEFICIARIES 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 22 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 JUNE 2011

D X



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES