

MG01

Particulars of a mortgage or charge

211007/13

LDIC 2007 form



LD4 *L1JOA5UR* 16/10/2012 #53

COMPANIES HOUSE

For further information, please refer to our guidance at
www.companieshouse.gov.uk

TUESDAY

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

1 Company details

Company number 8 1 2 3 4 8 6
Company name in full GROVE HR LIMITED (the "Chargor")

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 00 09 01 00 02 00 01 02

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 GUARANTEE AND DEBENTURE (the "Legal Charge")

4 Amount secured

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

Amount secured All present and future indebtedness, moneys,
obligations and liabilities of each Obligor to the
Chargee under the Finance Documents (including the
Legal Charge), in whatever currency denominated,
whether actual or contingent and whether owed
jointly or severally or as principal or as surety
or in some other capacity, including any liability
in respect of any further advances made under the
Finance Documents, together with all Expenses and
all interest under Para 1.3 (Covenant to Pay and
Guarantee) in panel 6 (the "Secured Liabilities")

For capitalised terms used in this form MG01,
please see continuation pages to this form MG01

Continuation page
Please use a continuation page if
you need to enter more details

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Book Debts" means all book and other debts and all other rights to receive money (excluding bank accounts or any interest due in respect of bank accounts) now or in the future due, owing or payable to the Chargor and the benefit of all related negotiable instruments</p> <p>"Charged Property" means all the assets of the Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Chargee by or pursuant to the Legal Charge,</p> <p>"Default Rate" means the interest rate detailed in Clause 6.3 of the Loan Agreement;</p> <p>"Expenses" means all expenses (on a full indemnity basis) including costs, legal costs, charges, expenses and damages sustained or properly incurred by the Chargee or any Receiver (as defined in the Legal Charge) at any time in connection with the Charged Property or the Secured Liabilities or in taking or perfecting the Legal Charge or in protecting, preserving, defending or enforcing the security created by the Legal Charge or in exercising any power under the Legal Charge (including any payments made on the Chargor's behalf under any terms of the Legal Charge) or otherwise with interest from the date they are incurred.</p> <p>"Finance Documents": means the Loan Agreement (as defined below), any Security Document (as defined in the Loan Agreement), the Gatwick Deed of Priority (as defined in the Loan Agreement), T5 Deed of Priority (as defined in the Loan Agreement), any drawdown request, and any other document designated as such by the Chargee and the Chargor.</p> <p>"Intellectual Property": means</p> <ul style="list-style-type: none"> (a) all patents, trademarks, service marks, design rights and all other registered or registerable intellectual property rights existing now or at any time during the continuance of these security, (b) any applications for registerable intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from all these including royalties, fees, profit sharing agreements, income from licences; (c) all copyrights (including rights in software), source codes, brand names and other similar intellectual property rights, and (d) all physical material owned by the Chargor in which the intellectual property might be incorporated. <p>"Loan Agreement" means the loan agreement dated 13 September 2012 and made between (1) the Chargor (registered number 08123486) as</p>	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>borrower and (2) the Chargee as lender</p> <p>"Mortgaged Property". means any freehold or leasehold property the subject of the security created by the Legal Charge and any reference to "Mortgaged Property" shall include references to the whole or any parts of it,</p> <p>"Obligor" means</p> <ul style="list-style-type: none"> (a) the Chargor; (b) Heathrow T5 Hotel Limited, (c) Arora Hotels Limited (d) AFT2 Property Investments Limited (e) each other party which grants Security and gives a guarantee in favour of the Chargee to support the Chargor's obligations under the Loan Agreement <p>"Premises" means all buildings and erections on or forming part of the Mortgaged Property,</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p>	

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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	THE ROYAL BANK OF SCOTLAND PLC (the "Chargee")	
Address	GLOBAL RESTRUCTURING GROUP, 10TH FLOOR, 280 BISHOPSGATE, LONDON	
Postcode	E C 2 M 4 R B	
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>1 Covenant to Pay and Guarantee</p> <p>1 1 The Chargor covenants to pay, discharge and perform the Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with their terms under the Finance Documents or, in the absence of any such express terms, on demand by the Chargee</p> <p>1 2 The Chargor irrevocably and unconditionally</p> <p>1 2 1 guarantees to the Chargee punctual payment, performance and discharge of the Chargor's obligations under and in respect of the Secured Liabilities in accordance with the terms of the agreements governing that Secured Liability,</p> <p>1 2 2 undertakes with the Chargee that whenever any other Obligor does not pay any amount due pursuant to the terms of the Loan Agreement or the Legal Charge, that it shall immediately on demand pay that amount as if it was the principal obligor, and</p> <p>1 2 3 agrees with the Chargee that if any obligation granted by it is or becomes unenforceable, invalid or illegal it will indemnify the Chargee immediately on demand against any cost, loss or liability incurred by the Chargee as a result of an Obligor not paying any amount which would, but for such unenforceability invalidly or illegality, have been payable by it under the Loan Agreement or the Legal Charge on the date when it would have been due. The amount payable by an Obligor under this indemnity will not exceed the amount it would have had to pay under this Para 1 2 if the amount claimed had been recoverable on the basis of a guarantee</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	<p>1 3 If the Chargor fails to pay any amount payable under Para 1.1 and/or Para 1 2 (Covenant to Pay and Guarantee) of the Legal Charge (including any Expenses) on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (whether before or after judgment, liquidation, winding-up or administration of the Chargor) at the Default Rate (to the extent that the same is not otherwise accruing on or in respect of the Secured Liabilities pursuant to the Loan Agreement)</p> <p>2. Fixed Security</p> <p>Creation of Fixed Security</p> <p>2 1 The Chargor, as security for the payment, discharge and performance of all the Secured Liabilities, charges to the Chargee</p> <p>2 1 1 Scheduled Property - by way of a first legal mortgage the freehold and leasehold property specified in Para 7 (Real Property) (if any),</p> <p>2 1.2 Unscheduled Property - by way of first fixed charge all estates or interests in any other freehold or leasehold property both present and future,</p> <p>2 1 3 by way of first fixed charge:</p> <p>(a) Fixed or other plant and machinery - all fixed and other plant and machinery, computers, vehicles and office equipment owned by it and its interest in any such items in its possession (but excluding any of those items to the extent that they are part of its stock in trade),</p> <p>(b) Insurances - the benefit of the Chargor's rights and interests in and in connection with all Insurances including all claims, the proceeds of all claims and returns of premium,</p> <p>(c) Licences on land - all licences both present and future held by the Chargor to enter upon or use land and/or to carry on the business carried on that land and the benefit of all other agreements relating to land to which the Chargor is or may become a party or be otherwise entitled;</p> <p>(d) Rights as Tenant - where any such Mortgaged Property is leasehold, any present or future right or interest conferred upon the Chargor by virtue of any enfranchising legislation which confers upon a tenant(s) of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire or require the acquisition by a nominee of the freehold or any intermediate</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

reversionary interest in that property including the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but does not include Part II of the Landlord and Tenant Act 1954,

- (e) **Book Debts** - all the present and future Book Debts of the Chargor,
- (f) **Other debts** - all other debts or monetary claims of the Chargor, including all choses in action which may give rise to a debt (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same);
- (g) **Bank Accounts and Deposits** - all money from time to time deposited with or standing to the credit of any bank account of the Chargor with any person (including the Chargee), or in which the Chargor is interested, including any rent deposit given to secure liabilities of or to the Chargor in relation to land, any retention or similar sum arising out of a construction contract or any other contract (and in each case, any cheque, bill, note, negotiable instrument or other document representing the same),
- (h) **Securities** - all Securities and Related Rights (as defined in the Legal Charge);
- (i) **Uncalled Capital** - its present and future uncalled capital;
- (j) **Goodwill** - its present and future goodwill,
- (k) **Intellectual Property** - its Intellectual Property,
- (l) **Licences, etc** - the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any other Charged Asset and the right to recover and receive all compensation which may be payable to it in respect of them,
- (m) **Contracts** - each of the Specified Contracts specified in Para 8 (*Specified Contracts*) and to the extent permitted by the terms of any such agreement, the benefit of
 - (1) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement (whether entered into with the Chargee or any other person);
 - (11) all contracts, guarantees, appointments, warranties and other documents to which the Chargor is a party

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Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

or in favour of the Chargor or of which the Chargor has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises;

(111) all of the contracts for the supply of goods and/or services by or to the Chargor or of which the Chargor has the benefit, including any contracts of hire or lease of chattels,

including, but not limited to

(A) the right to demand and receive all monies whatsoever payable to or for the benefit of the Chargor under or arising from them;

(B) all remedies provided for in them or available at law or in equity,

(C) the right of the Chargor to compel performance of them, and

(D) all other rights, interests and benefits whatsoever accruing to or for the benefit of the Chargor arising from them

2 2 A reference in Legal Charge to a charge, assignment or mortgage of any asset includes

2 2 1 the proceeds of sale of any part of that asset,

2 2 2 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that asset or any moneys paid or payable in respect of those covenants, and

2 2 3 in respect of the Mortgaged Property, all Premises and fixtures (including trade fixtures and fittings and tenants' fixtures and fittings) on the Mortgaged Property

3 **Floating Charge**

Creation of Floating Charge

3 1 The Chargor as security for the payment, discharge and performance of all of the Secured Liabilities, charges in favour of the Chargee by way of a first floating charge all its undertaking and all its other property, assets and rights whatsoever, all the stock in trade of the Chargor and the property, assets and rights not otherwise effectively mortgaged, charged or assigned by way of

6 Short particulars of all the property mortgaged or charged

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Short particulars

first legal or equitable mortgage, first fixed charge or first legal or equitable assignment in Para 2 (*Fixed Security*)

Restrictions on Dealing/Negative Pledge

3.2 Unless otherwise permitted by the terms of the Loan Agreement or consented to by the Chargee, the Chargor shall not:

3 2.1 create or permit to subsist any Security on any Charged Asset other than with the prior written consent of the Chargee,

3 2.2 sell, transfer, grant, lease, factor, discount or otherwise dispose of any Charged Asset or permit the same to occur, except for the disposal in the ordinary course of trade (as conducted by the Chargor at the date of the Legal Charge) of any Charged Asset which is subject only to the floating charge created by the Legal Charge, and/or

3 2.3 amend, vary, novate, supplement, supersede, waive or terminate any term of the Specified Contracts or any other contract listed in Para 2 1.3(m) (*Contracts*) in a way in which could reasonably expected to materially and adversely to affect the interests of the Chargee in respect of the Loan Agreement

4 When Security becomes Enforceable

4 1 The security constituted by the Legal Charge shall become immediately enforceable and the power of sale and other powers conferred by Section 101 of the LPA, as varied or extended by the Legal Charge, shall be immediately exercisable upon and at any time after an Event of Default (as defined in the Loan Agreement) which has resulted in the Chargee exercising any of its rights under clause 19 2 (*Events of Default*) of the Loan Agreement.

4 2 After the security constituted by the Legal Charge has become enforceable in accordance with this Para 4, the Chargee may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Property

5. Further Assurance

5 1 The Chargor shall, at its own expense, take whatever action the Chargee or a Receiver (as defined in the Legal Charge) may reasonably require for:

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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

- 5 1 1 preserving, perfecting or protecting any Charged Asset or the security intended to be created by the Legal Charge over any Charged Asset,
- 5.1 2 facilitating the realisation of any Charged Asset,
- 5 1 3 facilitating the exercise of any right, power or discretion exercisable, by the Chargee or any Receiver or any of its or their delegates or sub-delegates in respect of any Charged Asset; and/or
- 5 1 4 creating any legal mortgage over any Mortgaged Property, including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Chargee or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Chargee may think expedient.

6 Continuing security and miscellaneous

Continuing Security

- 6 1 The guarantee and security constituted by this Chargee is continuing (unless and until discharged by the Chargee) and shall extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part

7. Real Property

- 7.1 The premises demised by the lease dated 17 September 1974 between British Airports Authority (1), Lex Hotels (Heathrow) Limited (2) and Lex Service Group Limited (3) as varied by a deed of variation dated 30 November 1981 between British Airports Authority (1), Heathrow Penta Hotel Limited (2) Gatwick Penta Hotel Limited (2) Gatrow Limited (4) and EHC Penta Hotels NV and others (5) as varied by a deed of variation and licence dated 12 July 1993 between BAA Plc (1), Gatrow Limited (2) and Penta Hotels NV (3) to be assigned to the Chargor

8 Specified Contracts

- 8 1 None as at the date of the Legal Charge

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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

NIL

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 CMS Cameron McKenna LLP X

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

CHFP025

03/11 Version 5.0

**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 LOUIS DE-STE-CROIX

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000

**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 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. 8123486
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE
DATED 9 OCTOBER 2012 AND CREATED BY GROVE HR
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR TO THE ROYAL BANK OF
SCOTLAND PLC 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 16 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 OCTOBER
2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES