

MR01

Particulars of a charge

235281/13



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

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ 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.companieshouse.gov.uk

This form must be delivered to the Registrar for registration within
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

TUESDAY



A43D4ZA9

A23

17/03/2015

#357

COMPANIES HOUSE

1 Company details

Company number 0 9 1 7 4 1 4 2

Company name in full HOTEL COLLECTION HOTEL NO 6 LIMITED

2
→ 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 d1 d1 m0 m3 y2 y0 y1 y5

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 LSREF III WIGHT LIMITED

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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4

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

LEASEHOLD PROPERTY KNOWN AS LAND LYING TO THE SOUTH OF PARK HILL ROAD, TORQUAY REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER DN110255

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

6

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

8

Trustee statement ¹

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

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Allen & Overy LLP on behalf of the Chargee 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 **SOPHIE SMALL**

Company name **ALLEN & OVERY LLP**

Address **ONE BISHOPS SQUARE**

Post town **LONDON**

County/Region

Postcode **E 1 6 A D**

Country **UNITED KINGDOM**

DX

Telephone **02030880000**



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 £13 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.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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9174142

Charge code: 0917 4142 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th March 2015 and created by HOTEL COLLECTION HOTEL NO. 6 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th March 2015

A handwritten signature, possibly 'P', in black ink.

Given at Companies House, Cardiff on 24th March 2015



Companies House



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

SUPPLEMENTAL SECURITY AGREEMENT

DATED 11 March 2015

The Chargors as defined herein

and

LSREF III WIGHT LIMITED

as Lender

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

CERTIFIED A TRUE COPY

Except for material redacted pursuant
to s 859C of the Companies Act 2006
I certify that this is a correct copy
of the original document

Allen & Overy LLP

THIS DEED is dated 11 March 2015 and is made

BETWEEN

- (1) **HOTEL COLLECTION HOTEL NO. 6 LIMITED** (Registered number 09174142),
- (2) **HOTEL COLLECTION HOTEL NO. 18 LIMITED** (Registered number 09174161) (together with Hotel Collection Hotel No 6 Limited, the **Chargors**, and each a **Chargor**), and
- (2) **LSREF III WIGHT LIMITED** (the **Lender**)

BACKGROUND

- (A) Under a Security Agreement dated 11 September 2014 (the **Original Security Agreement**) between the **Chargors** and the **Lender**, the **Chargors** charged by way of first legal mortgage, first mortgage, first fixed charge and assignment by way of security certain of its assets as security for, amongst other things, the present and future obligations and liabilities of each **Obligor** under the Finance Documents (as amended or supplemented)
- (B) In accordance with the Secured Loan Agreement, each **Chargor** has acquired a Third Party Consent Property and, accordingly, the **Chargors** have agreed to enter into this Deed in connection with the Secured Loan Agreement
- (C) This Deed is supplemental to the Original Security Agreement.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows

1. INTERPRETATION

- (a) Capitalised terms defined in the Original Security Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- (b) The provisions of clause 1.2 (Construction) of the Secured Loan Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Secured Loan Agreement will be construed as references to this Deed
- (c)
 - (i) A Finance Document or other agreement or instrument includes (without prejudice to any prohibition on amendments) any amendment to that Finance Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility,
 - (ii) the term **this Security** means any security created by this Deed, and
 - (iii) a reference to any **asset** includes present and future properties, revenues and rights of every description
- (d) Any covenant of the **Chargors** under this Deed (other than a payment obligation) remains in force during the Security Period

- (e) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (f) If the Lender considers that an amount paid to it under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset

2. CREATION OF SECURITY

2.1 General

All the security created under this Deed

- (a) is created in favour of the Lender,
- (b) is created over present and future assets of each Chargor,
- (c) is security for the payment and satisfaction of all the Secured Liabilities, and
- (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

2.2 Land

- (a) Each Chargor charges by way of a first legal mortgage the property specified in the Schedule under its name under the heading **Real Property**
- (b) A reference in this Clause to a mortgage or charge of any freehold or leasehold property includes
- (c) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
- (d) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of the relevant property or any moneys paid or payable in respect of those covenants

2.3 Confirmation

Each Chargor confirms that, as security for the payment of the Secured Liabilities

- (a) it has charged in favour of the Lender by way of first fixed charge the assets relating to the property specified in the Schedule and referred to in clauses 2.3 (Investments) to 2.6 (Miscellaneous) inclusive of the Original Security Agreement, and
- (b) it has assigned to the Lender by way of security the assets relating to the property specified in the Schedule and referred to in clause 2.5 (Intercompany Loan Agreement) of the Original Security Agreement

3. INCORPORATION

The provisions of clause 3 (Representations – General) to 18 (Release) (inclusive) (other than clause 5.5 (H M Land Registry)) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed

4. H.M. LAND REGISTRY

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H M. Land Registry

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [] referred to in the charges register or their conveyancer (Standard Form P)"

5. CONTINUATION

- (a) Except insofar as supplemented by this Deed, the Original Security Agreement will remain in full force and effect
- (b) References in the Original Security Agreement to **this Deed** and expressions of similar import are deemed to be references to the Original Security Agreement as amended by this Deed and to this Deed
- (c) This Deed is designated a Finance Document

6. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

This Deed has been entered into as a deed on the date stated at the beginning of this Deed

SCHEDULE 1

Real Property

Chargor	Tenure	Address	Registered Title number	Quality of Title
Hotel Collection Hotel No 6 Limited	Leasehold	Land lying to the south of Park Hill Road, Torquay	DN110255	Absolute
Hotel Collection Hotel No 18 Limited	Leasehold	Land lying to the South of Castle Street, Cardiff	WA718950	Good leasehold

SIGNATORIES

Chargors

EXECUTED AS A DEED by
HOTEL COLLECTION
HOTEL NO. 6 LIMITED
acting by

) GRANT HEARN
)

) 

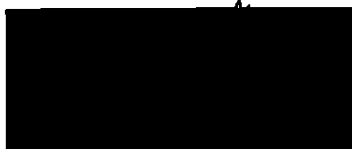
Director

In the presence of Simon GIBBS

Witness's signature



Name



Address

EXECUTED AS A DEED by
HOTEL COLLECTION
HOTEL NO. 18 LIMITED
acting by

) GRANT HEARN
)

) 

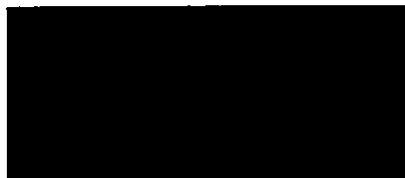
Director

In the presence of Simon GIBBS

Witness's signature



Name



Address

Lender

LSREF III WIGHT LIMITED

By

SIGNATORIES

Chargors

EXECUTED AS A DEED by)
HOTEL COLLECTION)
HOTEL NO. 6 LIMITED)
acting by)

Director

In the presence of.

Witness's signature

Name.

Address

EXECUTED AS A DEED by)
HOTEL COLLECTION)
HOTEL NO. 18 LIMITED)
acting by)

Director

In the presence of

Witness's signature.

Name

Address

Lender

LSREF III WIGHT LIMITED

By

Jeffrey Johnston
Director/ Attorney