

MR01

Particulars of a charge



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. If
delivered outside of the 21 days it will be rejected unless it is accompanied
court order extending the time for delivery



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

TUESDAY



A13 *A4DKYQLD* 11/08/2015 #5
COMPANIES HOUSE

1

Company details

Company number 0 0 0 4 8 1 2 5

Company name in full The Ritz Hotel Limited

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

Charge creation date

Charge creation date d3 d1 m0 m7 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 Deutsche Pfandbriefbank AG (the **Security Agent**)

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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Particulars of a charge

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

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
(legal advisers to the Security Agent)

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 Pravesh Lallah

Company name Allen & Overy LLP

Address 52 Avenue Hoche

Post town Paris

County/Region

Postcode

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Country France

DX

Telephone + 33 (0) 1 40 06 54 00



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: 48125

Charge code. 000481250006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st July 2015 and created by THE RITZ HOTEL, LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th August 2015.

Given at Companies House, Cardiff on 18th August 2015



Companies House



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

I certify that this document is a correct and accurate translation of the Acte de Cession de Créances Professionnelles dated 31 July 2015 and executed by The Ritz Hotel Limited.

Allen & Overy LLP
06 08. 2015

DEED OF ASSIGNMENT OF PROFESSIONAL RECEIVABLES

subject to articles L 313-23 to L 313-34 of the French Monetary and Financial Code

1. DEED OF ASSIGNMENT

This deed of assignment is made by way of security and subject to the provisions of articles L 313-23 to L 313-34 of the French Monetary and Financial Code and to the provisions of the master agreement for the assignment of receivables by way of security dated 31 July 2015 and made between the Ritz Hotel Limited as Assignor, DEUTSCHE PFANDBRIEFBANK AG as Security Agent and the Beneficiaries (the **Assignment of Receivables Agreement**)

Unless specified otherwise, capitalised terms used in this Form of Assignment of receivables by way of security have the same meaning as those given to them in the Assignment of Receivables Agreement

2. ASSIGNOR COMPANY

THE RITZ HOTEL LIMITED, a company incorporated under the laws of England, registered under number 48125, with its registered office at 14, South Street, London W1Y 5PJ, Great Britain having its principal place of business at 15-17 place Vendôme, Paris (75001), registered at the trade and companies registry of Paris under the unique registration number 572 219 913 RCS Paris (the **Assignor**)

3. BENEFICIARY CREDIT INSTITUTIONS

- (a) The Original Lender which has agreed to make credit facilities available to the Assignor under the French law credit agreement dated 31 July 2015 made between, among others, the Assignor as Borrower, the Security Agent and the credit institutions referred to in that agreement as lenders

DEUTSCHE PFANDBRIEFBANK AG, a company incorporated under the laws of Germany, with share capital of 380,376,059 67 Euros, with its registered office at Unterschleissheim (85716) (Germany), Freisinger Strasse 5, registered at the trade register B of the local first instant district court of Munich under number HRB 41054, acting through its Paris branch whose address is in Paris (75009), 11 rue Saint-Georges, registered in the trade and companies register of Paris under the unique registration number 487 699 175 RCS Paris

- (b) Others

Any of their successors in title, permitted transferees or permitted assignees and any of their subsequent successors in title, permitted transferees or permitted assignees,

(all those listed in paragraphs (a) and (b) (inclusive) above being, in this deed of assignment, the **Beneficiaries**)

4. DESCRIPTION OF ASSIGNED RECEIVABLES

The Assignor assigns to the Beneficiaries all present, future and/or contingent receivables owed to it by the debtors listed below under the invoices or agreements listed below

Traduction
Certifié conforme à l'original :
N° d'inscription : 150825-8
Ecrit en langue : Français
Fait le 06/08/15

KLOCAL-0000003 PA 15279586 1



Assigned debtor	References of the originating contract or invoices	Amount or estimated amount of assigned receivables (in Euros)	Place of payment	Maturity date
All assigned debtors as listed in the Schedule to this Form of Assignment	All contracts as listed in the Schedule to this Form of Assignment	All present or future receivables in principal, plus interest, costs and ancillaries of which the Assignor is the holder under the Contracts listed in the Schedule to this Form of Assignment	In accordance with the terms and conditions of the Contracts listed in the Schedule to this Form of Assignment	In accordance with the terms and conditions of the Contracts listed in the Schedule to this Form of Assignment

Together with (i) all future receivables owed to the Assignor under any lease agreement or occupancy licence entered into with any lessee or occupier in respect of the property held by the Borrower and situated in PARIS (1st Arr), 15 to 19 place Vendôme, 38 to 48 rue Cambon and 3 place Henri Salvador, the property boundary of which appears in the land register section BC numbers 59, 84 to 85, and in respect of the volume no 2 of the building complex, section BC no 51 and (ii) all future receivables owed to the Assignor under any shop window display agreement entered into between the Assignor and any person for the commercialisation of window displays at the Ritz Hotel in Paris operated by the Assignor in the Property

Executed in Paris

In one (1) original copy

Signature

THE RITZ HOTEL LIMITED

The Assignor

By KLEIN Frank J

Title Director



Date of assignment inserted by DEUTSCHE PFANDBRIEFBANK AG acting for and on behalf of the Beneficiaries in its capacity as Security Agent

31 July 2015

1

¹ The Security Agent must date the Assignment Deed upon receipt and insert the date here

SCHEDULE A
TABLE OF ASSIGNED RECEIVABLES

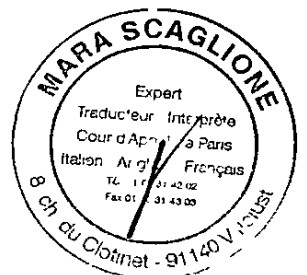
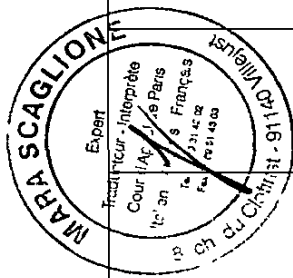




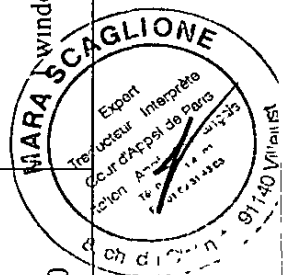
TABLE OF ASSIGNED RECEIVABLES

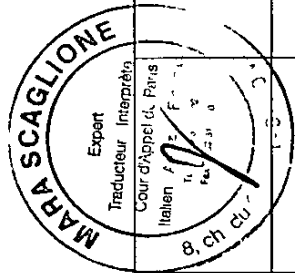
Name of the Assigned Debtor	Assigned Debtor					References of the originating contract or invoices	Amount or estimated amount of assigned receivables (in Euros)	Shops and windows
	Address	Postal Code	City	Registration number	Type of company			
AKRIS PARIS BOUTIQUE	49, Avenue Montaigne	75008	Paris	682 005 715 Paris	S A R L	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015070601	20,000 00	1 window
ALBION ART Co	Hotel New Otani Hakata 1F, 1-1-12, Watanabe-dori, Chuo-ku,	810-0007	Fukuoka	Non applicable	Limited	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041605	40,000 00	2 windows
REZA-GEM	21, Place Vendôme	75001	Paris	702 023 367 Paris	S A S	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041501	184,375 00	2 window
AMANDINE MALLÉN	15 Bd Jules Sandeau	75116	Paris	753 438 134 Paris	Limited	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041502	20,000 00	1 window
SOCIETE	14, rue de	75001	Paris	331 293 159	S A S	Contract of provision		1 window



ANNICK GOUTAL	Castiglione		Paris		of windows entered into between the Assignor and the Assigned Debtor under reference V2015061501	20,000 00	
AB LIBELLULE	217, rue Saint Honoré	75001	Paris	S A S	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015070602	20,000 00	2 window
CLO S	354, Rue Saint Honoré	75001	Paris	S A R L	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015061502	20,000 00	1 window
BERLUTI	120, rue du Faubourg Saint Honoré	75008	Paris	S A	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015060102	20,000 00	1 window
LOUISE DIFFUSION SAINT GERMAIN - BLUMARINE	56-58, rue du Faubourg St Honoré	75008	Paris	S A R L	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041504	20,000 00	1 window
BONPOINT	26 rue Racine	75006	Paris	S A S	Contract of provision of windows entered	20,000 00	1 window

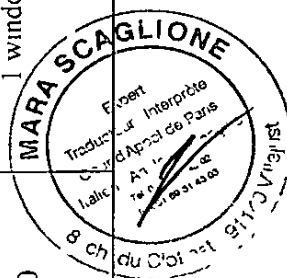
							into between the Assignor and the Assigned Debtor under reference V2015051802				
BOTTEGA VENETA France	14/16 Rue du Faubourg St Honoré	75008	Paris	696 920 545 Paris	S A S		Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015070901	20,000 00		1 window	
LES BOUTIQUES BOUCHERON	26, Place Vendôme	75001	Paris	339 290 739 Paris	S A S		Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041505	30,000 00		1 window	
The Swatch Group (France) Les Boutiques	112/114, Avenue Kléber	75784	Paris Cedex 16	440 187 896 Paris	S A S		Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015051803	24,000 00		1 window	
BUCCELLATI France	4, Place Vendôme	75001	Paris	315 576 850 Paris	S A R L		Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041506	30,000 00		1 window	
BUCHERER France	41, Boulevard des Capucines	75002	Paris	537 593 899 Paris	S A S		Contract of provision of windows entered into between the	30,000 00		1 window	

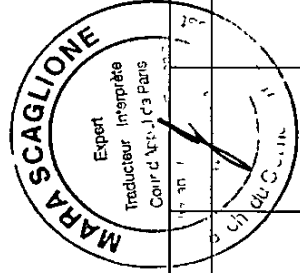




							Assignor and the Assigned Debtor under reference V2015072801		
BULGARI France	21, Boulevard de la Madeleine	75001	Paris	315 347 641 Paris	S A S		Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041507	30,000 00	1 window
Sociedad Textil Lonia	105, avenue Raymond Poincaré	75116	Paris	524 043 528 Paris	S A S		Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041508	20,000 00	1 window
CHAUMET INTERNATION AL	12, Place Vendôme	75001	Paris	342966842 Paris	S A		Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041601	30,000 00	1 window
CHLOE	5-7, Avenue Percier	75008	Paris	562 076 299 Paris	S A S		Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041509	40,000 00	2 windows
Christian Dior Couture	11 bis rue François 1er	75008	Paris	612 035 832 Paris	S A		Contract of provision of windows entered into between the Assignor and the	30,000 00	1 window

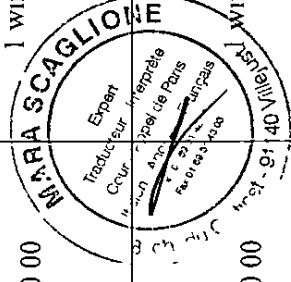
CHARLOTTE DAUPHIN ROCHEFOUCA ULD STUDIO	16 place Vendôme	75001	Paris	799 175 476 Paris	Non communiqué	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015072802	20,000 00	1 window
DAVIDOR France	12, rue de la Paix	75002	Paris	808 043 533 Paris	S A S	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015070902	20,000 00	1 window
DE GRISOGONO	358bis, Rue Saint Honoré	75001	Paris	421 810 813 Paris	S A	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041510	20,000 00	1 window
SA EDILYS DUBAIL	21, place Vendôme	75001	Paris	652 026 204 Paris	S A R L	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041511	20,000 00	1 window
E B MEYROWITZ	5, rue de Castiglione	75001	PARIS	572 202 190 Paris	S A S	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference	20,000 00	1 window

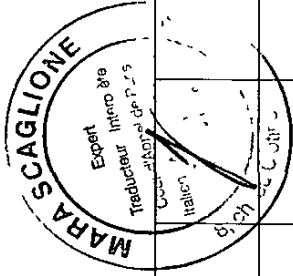




LOUISE DIFFUSION SAINT TROPEZ - ERMANNO SCERVINO	18 rue du Faubourg Saint Honore	75008	Paris	398 593 723 Paris	S A R L	V2015042301 Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041512	20,000 00	1 window
ETERNAME	5, rue Clément Marot	75008	Paris	490 846 920 Paris	S A R L	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015051804	20,000 00	1 window
OLIFRA	2, rue de Castiglione	75001	Paris	390 847 903 Paris	S A R L	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015051805	20,000 00	1 window
FRATELLI ROSSETTI	Via Cesare Cantu 24	20015	Parabiago - MI	301 463 444 Paris	S P A	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015061901	20,000 00	1 window
DELALANDE ASSOCIES	2, place du Palais-Royal	75001	Paris	449 336 288 Paris	S A R L	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015061503	20,000 00	1 window

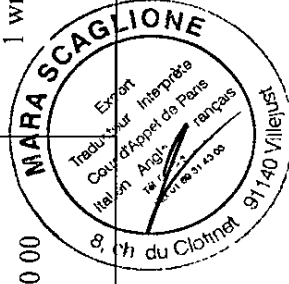
GALERIES LAFAYETTE HAUSSMANN	27, rue de la Chaussée d'Antin TSA 44100	75446	Paris Cedex 09	572 062 594 Paris	S A S	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015070603	20,000 00	1 window
GALIGNANI	224, rue de Rivoli	75001	PARIS	552 145 039 Paris	S A S	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015070701	24,000 00	1 window
GIAMBATTIST A VALLI	30, rue Boissy D'Anglas	75008	Paris	480 127 968 Paris	S A R L	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015061504	40,000 00	1 window
VICINI France	11, rue des Pyramides	75001	Paris	478 696 974 Paris	S A R L	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041602	20,000 00	1 window
DAUM	22, rue de la Trémouille	75008	Paris	702 027 897 Paris	S A	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015072803	20,000 00	1 window
HEROES	Via Pietro Mascagni 14	20122	Milan	39 02 760 14 181	S R L	Contract of provision of windows entered	Non communiqué	2 windows & 1 shop

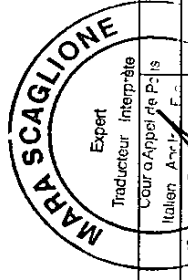




						into between the Assignor and the Assigned Debtor			
SC - Jaeger Lecoultré	7, Place Vendôme	75001	Paris	775 658 859 Paris	S A S	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015060104	24,000 00	1 window	
SOCIETE 108 JEROME DREYFUSS	36, Boulevard de la Bastille	75012	Paris	501 408 173 Paris	S A R L	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041603	40,000 00	2 windows	
MONTRES JOURNE PARIS	63, rue du Faubourg Saint Honoré	75008	Paris	508 322 062 Paris	S A S	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015042306	20,000 00	1 window	
IDEAL - INTERNATIONAL DESIGN AND LICENSING	19 Place Vendôme	75001	Paris	384 631 982 Paris	S A S	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015070605	20,000 00	1 window	
KENZO	18, rue Vivienne	75002	Paris	402 180 194 Paris	S A	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under	20,000 00	1 window	

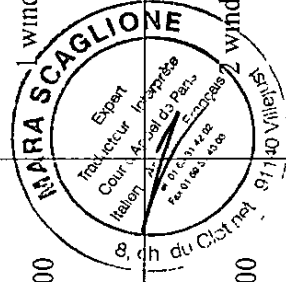
								reference V2015060103				
BY KILIAN	155, Boulevard Hausmann	75008	Paris	491 530 895 Paris	S A S	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015042304	20,000 00	1 window				
Z SAINT HONORE	376, rue Saint- honore	75001	PARIS	552 081 572 Paris	S A R L	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041604	20,000 00	1 window				
Matières Premières	9-11 rue de la Sourdère	75001	Paris	512 893 214 Paris	S A R L	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041607	20,000 00	1 window				
LACOSTE France	23 rue de Provence	75009	Paris	307 258 301 Paris	S A	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041606	40,000 00	2 windows				
LES BOUTIQUES LONGCHAMP	12, rue Saint- Florentin	75001	PARIS	334 502 655 Paris	S A S	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference	20,000 00	1 window				

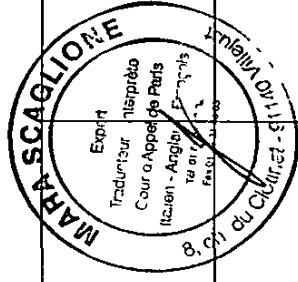




							V2015042302	
MAG 2	55 Avenue Général Leclerc Chez Mme Lefrere Résidence Le Bailli	83990	Saint Tropez	752 388 397 Frejus	S A R L	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015060107	20,000 00	1 window
BOUTIQUE MY	4 rue de Maignan	75008	Paris	498 909 720 Paris	S A S	Invoice	146,725 00	2 windows & 1 shop
MAUBOUSSIN	31, rue Cambaceres	75008	Paris	542 106 307 Paris	S A S	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015051806	20,000 00	1 window
MELLERIO INTERNATION AL	9, rue de la Paix	75002	Paris	352187611 Paris	S A	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041612	30,000 00	1 window
K MIKIMOTO & Co	8, place Vendôme	75001	Paris	379 507 411 Paris	Limited	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041610	20,000 00	1 window
MISSONI	1, rue du Faubourg Saint- Honoré	75008	Paris	318 585 551 Paris	S A	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under	20,000 00	1 window

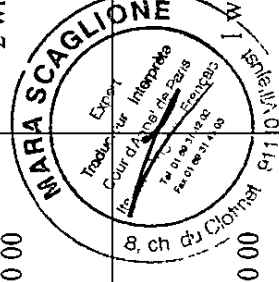
							reference sous la référence V2015042305			
PRADA RETAIL France	18--20, Avenue Matignon	75008	Paris	330730078 Paris	S A S	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041608	20,000 00	1 window		
SC - PANERAI	16, rue Volney	75002	Paris	775 658 859 Paris	S A S	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041615	20,000 00	1 window		
PERLOTA France	20, rue Cambon	75001	Paris	511 464 620 Paris	S A S	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015070605	20,000 00	1 window		
SC - PIAGET	13, rue de la Paix	75001	Paris	Non- communiqué	S A S	Contract of provision of windows entered into between the Assignor and the Assigned Debtor	50,000 00	2 windows		
Pomellato Paris	66, rue du Faubourg St- Honoré	75008	Paris	339 777 674 Paris	S A S	Contract of provision of windows entered into between the Assignor and the Assigned Debtor	20,000 00	1 window		
PRADA RETAIL France	18--20, Avenue Matignon	75008	Paris	330 730 078 Paris	S A S	Contract of provision of windows entered	40,000 00	2 windows		



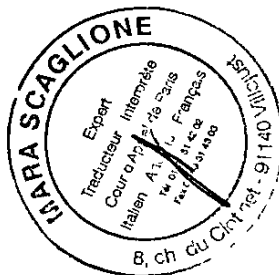


QEELIN France	Jardins de Palais Royal 26, galerie de Montpensier	75001	Paris	479791782 Paris	S A R L	Contract of provision of windows entered into between the Assignor and the Assigned Debtor. V2015041609	into between the Assignor and the Assigned Debtor under reference V2015041609	20,000 00	1 window
RALPH LAUREN Europe	Route de la Galaize 24	CH - 1228	Plan-les - Ouates	CHE 109 810 419	S A R L	Contract of provision of windows entered into between the Assignor and the Assigned Debtor. V2015041613	into between the Assignor and the Assigned Debtor under reference V2015041613	24,000 00	1 window
OR DE VENDOME	6, Place Vendôme	75001	Paris	324 613 371 Paris	S A R L	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015070606	into between the Assignor and the Assigned Debtor under reference V2015070606	30,000 00	1 window
EDILYS	9, place Vendôme	75001	Paris	652 026 204 Paris	S A R L	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041614	into between the Assignor and the Assigned Debtor under reference V2015041614	20,000 00	1 window
SOVECA ELYSEES	26, Avenue des Champs Elysées	75008	Paris	323 493 254 Paris	S A R L				

COLOMBO Via della Spiga	54, Avenue Marceau	75008	Paris	IT01 600 660 151	SRL	Contract of provision of windows entered into between the Assignor and the Assigned Debtor	196,875 00	3 windows & 1 shop
LES SALONS DU PALAIS ROYAL SHISEIDO	79, rue Marcel Dassault	92100	Boulogne	383 926 987 Paris	S A	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041616	20,000 00	1 window
SUZANNE SYZ	13 rue Robert Céard	CH - 1204	Genève	CHE 109 852 702	S A R L	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041617	20,000 00	1 window
V S I	378 , rue Saint-honoré	75001	PARIS	552 081 572 Paris	S A R L	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015041618	40,000 00	2 windows
SC - VACHERON CONSTANTIN	16, rue Volney	75002	Paris	775 658 859 Paris	S A S	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015060105	20,000 00	1 window
SC - VAN CLEEF & ARPELS	13, rue de la Paix	75002	Paris	775 658 859 Paris	S A S	Contract of provision of windows entered into between the	80,000 00	3 windows



								Assignor and the Assigned Debtor under reference V2015041701				
VENYX WORLD (UK)	21 South Molton Street	W1K 5QZ	Londres	8378165	Limited	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015061505	20,000 00	1 window				
VHERNIER France	63 Rue du Faubourg Saint- Honoré	75008	Paris	500 157 920 Paris	S A R L	Contract of provision of windows entered into between the Assignor and the Assigned Debtor under reference V2015060101	20,000 00	1 window				



Except for material redacted pursuant to s 8599 of the Companies Act 2006, I certify that this is a correct copy of the original document.

*Allen & Overy LLP
52, Avenue Hoche
Paris 75008*

ACTE DE CESSIION DE CRÉANCES PROFESSIONNELLES

03 08 2015

soumis aux dispositions des articles L 313-23 à L 313-34 du Code monétaire et financier

1. ACTE DE CESSIION

Cet acte de cession de créances professionnelles est conclu à titre de garantie et est soumis aux dispositions des articles L 313-23 à L 313-34 du Code monétaire et financier, ainsi qu'aux stipulations d'un contrat-cadre de cession de créances professionnelles à titre de garantie signé le 31 juillet 2015 entre la société The Ritz Hotel Limited en qualité de Cédant, DEUTSCHE PFANDBRIEFBANK AG en qualité d'Agent des Sûretés et les Bénéficiaires (le **Contrat de Cession de Créances**).

Sauf s'il en est stipulé autrement, les termes commençant par une majuscule utilisés dans ce bordereau de cession de créances professionnelles à titre de garantie auront la même signification que celle qui leur est attribuée dans le Contrat de Cession de Créances.

2. SOCIÉTÉ CÉDANTE

THE RITZ HOTEL LIMITED, une société de droit anglais, immatriculée sous le numéro 48125, dont le siège social est situé au 14, South Street, Londres W1Y 5PJ, Grande-Bretagne, ayant son principal établissement au 15-17 place Vendôme, Paris (75001), immatriculée au Registre du Commerce et des Sociétés de Paris sous le numéro unique d'immatriculation 572 219 913 Paris (le Cédant)

3. ÉTABLISSEMENTS DE CRÉDIT BÉNÉFICIAIRES

- (a) Le Prêteur Initial ayant accepté de mettre des facilités de crédit à la disposition du Cédant aux termes d'un Contrat de Crédits de droit français, conclu le 31 juillet 2015 entre, notamment, le Cédant en qualité d'Emprunteur, l'Agent des Sûretés et les établissements de crédit qui y sont identifiés en qualité de prêteur.

DEUTSCHE PFANDBRIEFBANK AG, société de droit allemand au capital de 380 376 059,67 Euros, dont le siège social est situé à Unterschleissheim (85716) (Allemagne), Freisinger Strasse 5, où elle est identifiée sous le numéro HRB 41054 auprès du registre du commerce B du Tribunal d'instance du district de Munich, agissant par l'intermédiaire de sa succursale française située au 11 rue Saint-Georges, Paris (75009), immatriculée au Registre du Commerce et des Sociétés de Paris sous le numéro unique d'identification 487 699 175 RCS Paris

- (b) Autres

Chacun de leurs cessionnaires ou successeurs autorisés, subrogés, ayants causes et ayants droits et des cessionnaires ou successeurs autorisés, subrogés, ayants causes et ayants droits postérieurs,

(toutes personnes listées aux paragraphes ((a)) à ((b)) inclus ci-dessus, ci-après ensemble, les **Bénéficiaires**)

4. DÉSIGNATION DES CRÉANCES CÉDÉES

Le Cédant cède aux Bénéficiaires toutes ses créances actuelles, futures et/ou éventuelles à l'encontre des débiteurs listés ci-dessous, au titre des factures ou contrats listés ci-dessous

Débiteur cédé	Références du contrat ou facture donnant naissance à la créance cédée	Montant ou évaluation du montant des créances cédées (Euro)	Lieu de paiement	Echéance
Tous les débiteurs cédés tels que décrits en Annexe du présent bordereau	Tous les contrats tels que listés en Annexe du présent bordereau	Toutes créances actuelles ou futures en principal, plus intérêts, frais et accessoires dont pourrait être titulaire le Cédant au titre des Contrats listés en Annexe du présent Bordereau	Selon les termes et conditions des Contrats listés en Annexe du présent Bordereau	Selon les termes et conditions des Contrats listés en Annexe du présent Bordereau.

Ainsi que (i) l'ensemble des créances à naître au profit du Cédant au titre de tout contrat de bail ou convention d'occupation à conclure avec tout preneur ou occupant et relatifs à l'immeuble détenu par l'Emprunteur et situé à PARIS (1er arrondissement), 15 à 19 place Vendôme, 38 à 48 rue Cambon et 3 place Henri Salvador, dont le terrain d'assiette est cadastré section BC numéros 59, 84 et 85, et pour le volume n° 2 de l'ensemble immobilier section BC n°51 et (ii) l'ensemble des créances à naître au profit du Cédant au titre de toute convention de mise à disposition de vitrines à conclure par le Cédant avec toute personne en vue de l'exploitation de vitrines au sein de l'Hôtel Ritz Paris exploité par le Cédant dans l'Immeuble

Fait à Paris

En un (1) exemplaire original

[REDACTED]

Signature

THE RITZ HOTEL LIMITED

Le Cédant

Par *K. L. Fern Fouch*

Qualité *Président*

Date de cession apposée par DEUTSCHE PFANDBRIEFBANK AG agissant au nom et pour le compte des Bénéficiaires en sa qualité d'Agent des Sûretés

31 juillet 2015

L'Agent des Sûretés doit dater le Bordereau à réception et apposer ici cette date.

ANNEXE A

TABEAU DES CREANCES CEDEES

Dénomination sociale	Débiteur Cédé				Références du contrat ou facture donnant naissance à la créance cédée		Montant ou évaluation du montant des créances cédées (Euro)	Boutiques et vitrines
	Adresse	Code postal	Ville	RCS	Forme sociale			
AKRIS PARIS BOUTIQUE	49, Avenue Montaigne	75008	Paris	682 005 715 Paris	S A R.L	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015070601	20,000 00	1 vitrine
ALBION ART Co	Hotel New Otani Hakata 1F, 1-1-12, Watanabe-dori, Chuo-ku,	810-0007	Fukuoka	Non applicable	Limited	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015041605	40,000 00	2 vitrines
REZA-GEM	21, Place Vendôme	75001	Paris	702 023 367 Paris	S A S	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015041501	184,375.00	2 Vitrines
AMANDINE MALLEN	15 Bd Jules Sandeau	75116	Paris	753 438 134 Paris	Limited	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015041502	20,000 00	1 vitrine

SOCIETE ANNICK GOUTAL	14, rue de Castiglione	75001	Paris	331 293 159 Paris	S A S	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015061501	20,000 00	1 vitrine
AB LIBELLULE	217, rue Saint Honoré	75001	Paris	511 220 279 Paris	S A.S.	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence Contrat conclu entre le Cédant et le Débiteur Cédé sous la référence V2015070602	20,000 00	2 vitrines
CLO S	354, Rue Saint Honoré	75001	Paris	480 205 400 Paris	S A R L	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015061502	20,000 00	1 vitrine
BERLUTI	120, rue du Faubourg Saint Honoré	75008	Paris	784 320 921 Paris	S A.	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015060102	20,000 00	1 vitrine
LOUISE DIFFUSION SAINT GERMAIN - BLUMARINE	56-58, rue du Faubourg St Honoré	75008	Paris	400 547 071 Paris	S A R L	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015041504	20,000 00	1 vitrine
BONPOINT	26 rue Racine	75006	Paris	702 041 526 Paris	S A S.	Contrat de mise à disposition de vitrine conclu entre le Cédant	20,000 00	1 vitrine

							et le Débiteur Cédé sous la référence V2015051802			
BOTTEGA VENETA France	14/16 Rue du Faubourg St Honoré	75008	Paris	696 920 545 Paris	S.A S		Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015070901	20,000 00	1 vitrine	
LES BOUTIQUES BOUCHERON	26, Place Vendôme	75001	Paris	339 290 739 Paris	S.A S		Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015041505	30,000.00	1 vitrine	
The Swatch Group (France) Les Boutiques	112/114, Avenue Kléber	75784	Paris Cedex 16	440 187 896 Paris	S A S		Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015051803	24,000 00	1 vitrine	
BUCCELLATI France	4, Place Vendôme	75001	Paris	315 576 850 Paris	S.A R L		Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015041506	30,000 00	1 vitrine	
BUCHERER France	41, Boulevard des Capucines	75002	Paris	537 593 899 Paris	S A S		Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015072801	30,000 00	1 vitrine	
BULGARI France	21, Boulevard de la Madeleine	75001	Paris	315 347 641 Paris	S.A S		Contrat de mise à disposition de vitrine conclu entre le Cédant	30,000.00	1 vitrine	

								et le Débiteur Cédé sous la référence V2015041507			
Sociedad Textil Lonia	105, avenue Raymond Poincaré	75116	Paris	524 043 528 Paris	S A S	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015041508	20,000 00	1 vitrine			
CHAUMET INTERNATION AL	12, Place Vendôme	75001	Paris	342966842 Paris	S A	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015041601	30,000 00	1 vitrine			
CHLOE	5-7, Avenue Percier	75008	Paris	562 076 299 Paris	S A.S	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015041509	40,000 00	2 vitrines			
Christian Dior Couture	11 bis rue François 1er	75008	Paris	612 035 832 Paris	S A.	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015072802	30,000 00	1 vitrine			
CHARLOTTE DAUPHIN ROCHEFOUCA ULD STUDIO	16 place Vendôme	75001	Paris	799 175 476 Paris	Non communiqué	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé	20,000 00	1 vitrine			
DAVIDOR France	12, rue de la Paix	75002	Paris	808 043 533 Paris	S A S	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence	20,000 00	1 vitrine			

KENZO	18, rue Vivienne	75002	Paris	402 180 194 Paris	S A	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015060103	20,000 00	1 vitrine
BY KILIAN	155, Boulevard Hausmann	75008	Paris	491 530 895 Paris	S A S	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015042304	20,000 00	
Z SAINT HONORE	376, rue Saint-honoré	75001	PARIS	552 081 572 Paris	S A R.L.	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015041604	20,000 00	1 vitrine
Matières Premières	9-11 rue de la Sourdière	75001	Paris	512 893 214 Paris	S A R.L.	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015041607	20,000 00	1 vitrine
LACOSTE France	23 rue de Provence	75009	Paris	307 258 301 Paris	S.A	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015041606	40,000 00	2 vitrines
LES BOUTIQUES LONGCHAMP	12, rue Saint-Florentin	75001	PARIS	334 502 655 Paris	S A. S	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015042302	20,000 00	1 vitrine

MAG 2	55 Avenue Général Leclerc Chez Mme Lefrere Résidence Le Bailli	83990	Saint Tropez	752 388 397 Frejus	S A R L	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015060107	20,000 00	1 vitrine
BOUTIQUE MY	4 rue de Marignan	75008	Paris	498 909 720 Paris	S A S	Facture	146,725 00	2 vitrines & 1 Boutique
MAUBOUSSIN	31, rue Cambaceres	75008	Paris	542 106 307 Paris	S.A S	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015051806	20,000 00	1 vitrine
MELLERIO INTERNATION AL	9, rue de la Paix	75002	Paris	352187611 Paris	S A	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015041612	30,000 00	1 vitrine
K. MIKIMOTO & Co	8, place Vendôme	75001	Paris	379 507 411 Paris	Limited	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015041610	20,000 00	1 vitrine
MISSONI	1, rue du Faubourg Saint- Honoré	75008	Paris	318 585 551 Paris	S A	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015042305	20,000 00	1 vitrine
PRADA RETAIL France	18-20, Avenue Matignon	75008	Paris	330730078 Paris	S.A.S	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé	20,000 00	1 vitrine

LAUREN Europe	Galaise 24	1228	Quates	109.810 419		disposition de vitrine conclu entre le Cédant et le Débiteur Cédé	20,000 00	
OR DE VENDOME	6, Place Vendôme	75001	Paris	324 613 371 Paris	S A R L	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015041613	24,000 00	1 vitrine
EDILYS	9, place Vendôme	75001	Paris	652 026 204 Paris	S A R L	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015070606	30,000 00	1 vitrine
SOVECA ELYSEES	26, Avenue des Champs Elysées	75008	Paris	323 493 254 Paris	S A R L	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015041614	20,000 00	1 vitrine
COLOMBO Via della Spiga	54, Avenue Marceau	75008	Paris	IT01 600 660 151	SRL	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé	196,875 00	3 vitrines & 1 Boutique
LES SALONS DU PALAIS ROYAL SHISEIDO	79, rue Marcel Dassault	92100	Boulogne	383 926 987 Paris	S A.	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015041616	20,000.00	1 vitrine
SUZANNE SYZ	13 rue Robert Céard	CH - 1204	Genève	CHE 109 852 702	S A R L.	Contrat de mise à disposition de vitrine conclu entre le Cédant	20,000 00	1 vitrine

							et le Débiteur Cédé sous la référence V2015041617			
V S I	378 , rue Saint- honoré	75001	PARIS	552 081 572 Paris	S A R L	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015041618	40,000 00	2 vitrines		
SC - VACHERON CONSTANTIN	16, rue Volney	75002	Paris	775 658 859 Paris	S A S	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015060105	20,000 00	1 vitrine		
SC - VAN CLEEF & ARPELS	13, rue de la Paix	75002	Paris	775 658 859 Paris	S A S	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015041701	80,000 00	3 vitrines		
VENYX WORLD (UK)	21 South Molton Street	W1K 5QZ	Londres	8378165	Limited	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015061505	20,000 00	1 vitrine		
VHERNIER France	63 Rue du Faubourg Saint- Honoré	75008	Paris	500 157 920 Paris	S A R L	Contrat de mise à disposition de vitrine conclu entre le Cédant et le Débiteur Cédé sous la référence V2015060101	20,000 00	1 vitrine		