

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 statement of satisfaction in full or in part of a mortgage or charge against a company

X What this form is NOT
You may not use this form to
register a statement of
in full or in part of a mo
charge against an LLP
LL MR04

FRIDAY



RCS

16/10/2015

#18

1 Company details

Company number	0	3	7	1	5	3	0	4
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Company name in full	RBS Hotel Development Company Limited
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→ 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

When was the charge created?

→ Before 06/04/2013 Complete **Part A and Part C**

→ On or after 06/04/2013 Complete **Part B** and **Part C**

Part A Charges created before 06/04/2013

A1	Charge creation date
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Please give the date of creation of the charge

Charge creation date	d	d	m	m	y	y	y	y
	2	2	0	6	2	0	0	5

A2	Charge number
-----------	----------------------

Please give the charge number. This can be found on the certificate.

Charge number*				
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A3	Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description	Charge and Floating Charge ("deed")
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Continuation page

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

MR04

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

all monies and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from the Obligors to the Lender whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety on any current or other account whatever including interest discount commission and other costs, charges and expenses or under this deed,

Clause 2 of the deed provides

2 Security

2 1 as continuing security for the payment and discharge of the Liabilities on demand of the Borrower and/or the Chargor, with full title guarantee charges to the Lender by way of fixed charge each of the following including all rights of enforcement of the same

Continuation page

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

Part B

Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code This can be found on the certificate

Charge code ❶

□ □ □ □ - □ □ □ □ - □ □ □ □

❶ Charge code

This is the unique reference code allocated by the registrar

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Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

2 1 1 its interest in the Building Contract, the Professional Contracts, and all agreements, in which the Chargor has an interest, in respect of the Refurbishment including in each case all capital monies or other sums including VAT (if any) payable to the Borrower under them and the benefit of all covenants and agreements of a personal nature and any guarantees entered into under the terms of them,

2 1 2 if applicable its uncalled capital,

2 2 assigns to the Lender subject to the provisions of clause 20 (Discharge) each of the following including all rights of enforcement of the same

2 2 1 the Insurances,

2 2 2 the benefit of the copyright and rights in the nature of copyright vested in the Chargor from time to time in any plans, specifications and negatives prepared for or in connection with the Property and/or the Refurbishment, or any plant, machinery or equipment on the Property and the implied licence of the Chargor in any such plans, specifications and negatives the copyright of which is not vested in the Chargor,

2 2 3 all Causes of Action,

2 2 4 the benefit of any Compensation Payment,

2 2 5 the Chargor's interest in any VAT recoveries in respect of the Charged Assets and/or the Refurbishment, and

2 3 charges to the Lender by way of floating charge all the assets, property and undertaking of the Chargor both present and future, including all its goodwill and uncalled capital for the time being,

2 4 the provisions of clauses 2 1 and 2 2 shall only apply to the extent that they create fixed security, and the provisions of clause 2 3 shall not apply to any Charged Asset which is the subject of fixed security created by clauses 2 1 or 2 2

Clause 1 of the deed contains the following definitions

Act
the Law of Property Act 1925,

Advisers
the persons, firms or entities appointed by the Lender to advise and represent it for any relevant purposes under the Finance Documents, whether or not they are its employees,

Architect
such firm of architects agreed between the Lender and the Chargor,

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Statement of satisfaction in full or in part of a charge

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Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>Borrower George Hotel investments Limited (company number 5451630),</p> <p>Building Contract a fixed price building contract for the construction of the Refurbishment and each and every contract, bond or guarantee relating to the Refurbishment now or in the future in which the Chargor has any benefit,</p> <p>Causes of Action all causes of action and other rights and remedies which the Chargor has or may have in relation to the Refurbishment and/or Charged Assets including those against its professional and other advisers and contractors,</p> <p>Charged Assets each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by this deed and the subject matter of each of them,</p> <p>Chargor the party identified as the Chargor above including its successors in title and assigns,</p> <p>Compensation Payment monies paid or payable in connection with the Refurbishment and/or Charged Assets by way of compensation, endowment, gift, grant or otherwise,</p> <p>Contractor a firm of building contractors agreed between the Lender and the Chargor in connection with the Refurbishment,</p> <p>Default an Event Of Default and/or a Potential Event of Default,</p> <p>Facility Agreement a facility agreement dated on or about the date of this deed and made between the Borrower (1) and the Lender (2) and any agreement supplemental to it,</p> <p>Finance Documents the documents so defined in the Facility Agreement,</p>	

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Statement of satisfaction in full or in part of a charge

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Insurances

all insurances from time to time taken out in respect of the Charged Assets and/or the construction of the Refurbishment and all buildings, structures, plant, machinery and equipment included in or on the Property as part of the Refurbishment and the Chargor's interest in all other insurance policies taken out in relation to the Finance Documents and all monies from time to time payable in respect of them,

Lender

the party identified above as the Lender including its successors in title and assigns,

Liabilities

all monies and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from the Obligors to the Lender whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety on any current or other account whatever including interest discount commission and other costs, charges and expenses or under this deed,

Professional Contracts

each and all of the contracts in which the Chargor has any benefit now or in the future with architects, surveyors, quantity surveyors, mechanical and electrical consultants, structural or other engineers or other professional advisers in respect of the Refurbishment including the engagements with the Professional Team, and all bonds or guarantees relating to the performance of all or any of those contracts,

Professional Team

Each of

(a) the Architect,

(b) the Project Manager,

or such other consultants and advisers in connection with the Refurbishment selected by the Chargor (if any) and approved by the Lender,

Project Manager

[Vision Hotel Asset Management of 1 West Garden Place, Kendal Street, London, W2 2AP or such other firm agreed between the Lender and the Borrower,]

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Statement of satisfaction in full or in part of a charge

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Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>Property the property shortly known as The George Hotel, George Street, Edinburgh,</p> <p>Receiver any one or more receiver or manager, or receiver and manager, or administrative receiver appointed by the Lender under this deed (whether sole, joint and/or several and including any substitute),</p> <p>Refurbishment works of Refurbishment of the Property as set out in the Refurbishment Plan,</p> <p>Refurbishment Costs the costs, fees and expenses incurred or to be incurred by or on behalf of the Borrower and/or the Chargor in connection with the Refurbishment,</p> <p>Refurbishment Plan the meaning ascribed in the Facility Agreement</p> <p>Security Documents each and all of this deed, the other security documents referred to in the Facility Agreement and any other charges, guarantees, indemnities and other security documents or instruments granted or created in favour of the Lender under the Facility agreement and any other document so designated by the parties now or in the future,</p> <p>Security Interest any mortgage, pledge, lien, charge, security assignment, hypothecation, standard security, assignation, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset,</p> <p>VAT value added tax or any similar or substitute tax</p> <p>Note the deed also provides that terms defined in the Facility Agreement have the same meaning in the deed</p> <p>The deed further provides</p> <p>4 Negative Pledge</p>	

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Statement of satisfaction in full or in part of a charge

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

The Chargor shall not, without the prior written consent of the Lender

4 1 create or attempt or contract to create or suffer or permit to subsist, any Security Interest over the Charged Assets nor do anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the security created or intended by the Finance Documents and ensure that the Charged Assets remain subject to the security created by the Finance Documents,

4 2 in relation to the Charged Assets

4 2 1 sell, convey, assign, release, dispose, part with possession or transfer any of the Charged Assets or any interest in them,

4 2 2 grant any easement, proprietary right or interest in relation to them nor enter into any proprietary covenant in relation to them,

4 2 3 take any step (including presentation of a petition, commencement of legal proceedings, convening of a meeting or effecting a resolution) in relation to the insolvency of the Borrower and/or the Chargor and will notify the Lender promptly on becoming aware that any other party proposes to do so, nor

4 2 4 otherwise deal with, or dispose of, or contract or purport to do so, in respect of all or any of the Charged Assets which are subject only to the floating charge created by the Finance Documents (except that the Borrower may sell, transfer or otherwise deal with or dispose of all or any part of its fixtures and equipment, chattels or goods subject to the floating charge in the ordinary course of its business), nor suffer or permit any set-off or other third-party rights in respect of them to arise otherwise than at market value in the ordinary course of its business

18 Set-Off

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Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars


18 1 At any time after making demand under this deed in accordance with clause 7 2 of the deed and without further notice to the Chargor the Lender may combine or consolidate any accounts of the Chargor (or any other monies held by the Lender to the account of the Chargor) of any nature and/or set-off or transfer any monies standing to the credit of any such accounts in or towards satisfaction of the Liabilities

18 2 The Lender may exercise its rights under this clause even where such monies have been deposited with the Lender for a specific period and such period has not expired

MR04

Statement of satisfaction in full or in part of a charge

Part C To be completed for all charges

C1	Satisfaction	
I confirm that the debt for the charge as described has been paid or satisfied Please tick the appropriate box		
<input checked="" type="checkbox"/> In full <input type="checkbox"/> In part		
C2	Details of the person delivering this statement and their interest in the charge	
Please give the name of the person delivering this statement		
Name	Robert Dyllan Hook	
Please give the address of the person delivering this statement		
Building name/number	Bankside 2, 90-100 Southwark Street	
Street		
Post town	London	
County/Region	England	
Postcode	SE1 0SW	
Please give the person's interest in the charge (e.g. chargor/chargee etc)		
Person's interest in the charge	Director of RBS Hotel Development Company Limited	
C3	Signature	
Please sign the form here		
Signature	<div>Signature X  X</div>	

MR04

Statement of satisfaction in full or in part 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 **Zoe McDonagh**

Company name **RBS**

CG&S

Address **5th Floor**

280 Bishopsgate

Post town **London**

County/Region

Postcode **E C 2 M 4 R B**

Country **England**

DX

Telephone **02076721019**

**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

Part A Charges created before 06/04/2013

- ☐ You have given the charge date
☐ You have given the charge number (if appropriate)
☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4

- ☐ **Part B Charges created on or after 06/04/2013**
 You have given the charge code

☐ **Part C To be completed for all charges**

- ☐ You have ticked the appropriate box in Section C1
 You have given the details of the person delivering
☐ this statement in Section C2
 You have signed the form

**Important information**

Please note that all information on this form will appear on the public record

**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