

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
an instrument. Use form MR08

WEDNESDAY



LD2 21/01/2015 #105
COMPANIES HOUSE

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 by a court order extending the time for delivery

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

1 Company details

Company number 06291634
Company name in full ABILITY HOTELS (LIVERPOOL) LIMITED

For official use
7
→ **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 14/01/2015

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 CBRE Loan Servicing Limited (as Common Security Trustee)

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

By way of legal mortgage, the leasehold land known as 3 Thomas Steers Way, Liverpool, L1 8LW held under a lease dated 12 February 2010 and originally made between (1) Grosvenor Liverpool Limited and (2) Grosvenor Developments Limited for a term of 250 years (less 3 days) from 29 September 2009, registered at the Land Registry with Title Absolute under title number MS573692

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 Berwin Leighton Paisner LLP 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 JMCX / 33589.00006 / 39646079

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000



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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6291634

Charge code: 0629 1634 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th January 2015 and created by ABILITY HOTELS (LIVERPOOL) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st January 2015.

DX

Given at Companies House, Cardiff on 26th January 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION COPY

DATED 14 January 2015

We certify that save for material redacted pursuant to s.859G Companies Act 2006, this copy instrument is a correct copy of the original instrument

Berwin Leighton Paisner LLP

Berwin Leighton Paisner LLP

Adelaide House

London Bridge

London EC4R 9HA

ABILITY HOTELS (LIVERPOOL) LIMITED

as Chargor

CBRE LOAN SERVICING LIMITED

as Common Security Trustee

SUPPLEMENTAL CHARGE

relating to a debenture dated 12 December 2014
and in respect of the land and premises at 3 Thomas Steers Way, Liverpool, L1 8LW



Berwin Leighton Paisner LLP
Adelaide House London Bridge London EC4R 9HA
Tel +44 (0)20 3400 1000 Fax +44 (0)20 3400 1111

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DATED 14 January 2015

PARTIES

- (1) **ABILITY HOTELS (LIVERPOOL) LIMITED** (company number 06291634) whose registered office is at Top Floor, Hampton by Hilton, 42-50 Kimpton Road, Luton, Bedfordshire LU2 0NB (the "**Chargor**")
- (2) **CBRE LOAN SERVICING LIMITED** as security trustee for each of the Finance Parties (as defined in the Principal Charge) (the "**Common Security Trustee**")

BACKGROUND

- (A) This Deed is supplemental to a debenture ("**Principal Charge**") dated 12 December 2014 between, amongst others, the Chargor (1) and the Common Security Trustee (2)
- (B) The Chargor is obliged by the Principal Charge and the Facility Agreement (defined in the Principal Charge) to mortgage, charge or assign as appropriate the Additional Property to the Common Security Trustee in the terms set out below

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed

"**Additional Property**" means the property details of which are set out in the Schedule (*Additional Property*) including all:

- (a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future,
- (b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it, and
- (c) easements, access-rights, rights of way, wayleaves and rights attaching to it

1.2 Construction

Save as set out at Clause 1.1 (*Definitions*) of this Deed, the terms of Clause 1 (*Definitions and Interpretation*) of the Principal Charge shall apply to this Deed with all necessary modifications and as if they were set out here in full

2 SECURITY

2.1 General

All the security created under this Deed is created in favour of the Common Security Trustee as continuing security for the payment and discharge of the Liabilities with full title guarantee

2.2 **Mortgage**

The Chargor charges the Additional Property by way of legal mortgage

- 2.3 None of the provisions of this Clause 2 (*Security*) shall impose, or imply on the Common Security Trustee any obligation or liability in relation to the Additional Property

3 **CHARGOR'S COVENANTS**

The Chargor covenants with the Common Security Trustee to perform and observe all its covenants and obligations expressed in or implied by the terms of the Principal Charge as if they were set out here in full (with all necessary modifications) and all such covenants and obligations shall apply to the Additional Property as appropriate including Clause 20.3 (Negative Pledge) of the Facility Agreement

4 **INCORPORATION**

- 4.1 All the terms, powers and provisions contained in the Principal Charge (including the exclusion of section 93 of the Law of Property Act 1925 restricting the right of consolidation) are deemed incorporated here as if set out in full (with all necessary modifications) and shall apply to the Additional Property as appropriate

- 4.2 This Deed is supplemental to the Principal Charge. On and from the date of this Deed, the Principal Charge and this Deed shall be read and construed as one document and in particular, the definition of "Charged Assets", "Charged Property" and "Property" in the Principal Charge shall include the Additional Property.

5 **RESTRICTION**

- 5.1 The Chargor authorises the Common Security Trustee to make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter the following restriction against the relevant registered estate:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 14 January 2015 in favour of CBRE Loan Servicing Limited referred to in the Charges Register (or its conveyancer)."

- 5.2 The Chargor authorises the Common Security Trustee to apply to the Land Registry to enter any obligation to make further advances on the charges register of the relevant registered estate

6 **ENFORCEMENT**

- 6.1.1 The Liabilities shall be deemed to have become due for the purposes of section 101 of the Act immediately upon the date of this Deed

- 6.1.2 The enforcement powers of the Common Security Trustee in connection with this Deed shall be immediately exercisable

(a) upon an Event of Default which is continuing, or

- (b) at the Common Security Trustee's discretion, at the request of the Chargor

7 ATTORNEY

7.1 The Chargor by way of security irrevocably appoints the Common Security Trustee and every Receiver jointly and severally to be its attorney (with full power of substitution) in its name and on its behalf to execute and deliver any documents and do or perfect anything which the Common Security Trustee and/or the Receiver shall consider appropriate for perfecting, maintaining, preserving, enhancing or enforcing the security created by this Deed and/or the value of the Additional Property and/or for the purpose of enforcing the performance of the Chargor's obligations in connection with this Deed and which the Chargor has failed to do

- (a) within 10 Business Days following a request by the Common Security Trustee at any time when no Event of Default is continuing and the Common Security Trustee does not consider (acting reasonably) that the Additional Property may be in jeopardy or in danger of being seized, attached, charged, taken possession of or sold under any form of legal process,
- (b) within 5 Business Days following a request by the Common Security Trustee at any time when no Event of Default is continuing but the Common Security Trustee considers (acting reasonably) that the Additional Property may be in jeopardy or in danger of being seized, attached, charged, taken possession of or sold under any form of legal process, or
- (c) promptly following a request by the Common Security Trustee at any time when an Event of Default is continuing

7.2 The Chargor ratifies and confirms all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of its powers.

8 LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989

The terms of any other agreement, document or side letter between the parties to this Deed are incorporated to the extent required for the purported disposition of the Additional Property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

9 RIGHTS OF THIRD PARTIES

9.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

9.2 The parties may rescind or vary this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided

9.3 Counterparts

This Deed may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Deed

10 **LAW AND JURISDICTION**

10.1 **Governing law**

This Deed and any non-contractual obligations arising out of or in relation to this Deed, shall be governed by English law

This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.

Schedule
Additional Property

The leasehold land known as 3 Thomas Steers Way, Liverpool, L1 8LW held under a lease dated 12 February 2010 and originally made between (1) Grosvenor Liverpool Limited and (2) Grosvenor Developments Limited for a term of 250 years (less 3 days) from 29 September 2009 and registered at the Land Registry with Title Absolute under title number MS573692

EXECUTION PAGE

Chargor

Executed as a deed by **Ability Hotels
(Liverpool) Limited**
acting by.

)
)

Director



in the presence of:

)
)

DEBORAH BELSHAW

Signature of witness



Address:



Occupation

PA

Common Security Trustee

Executed as a deed by **CBRE Loan
Servicing Limited**

)
)

acting by

Authorised signatory

Authorised signatory

EXECUTION PAGE

Chargor

Executed as a deed by **Ability Hotels
(Liverpool) Limited**
acting by

)
)

Director

in the presence of.

)
)
)

Signature of witness:

Address:

Occupation

Common Security Trustee

Executed as a deed by **CBRE Loan
Servicing Limited**

)
)

acting by

Authorised signatory

Authorised signatory

GERARD NATIEN
SENIOR DIRECTOR

PIOTR TOKARSKI
DIRECTOR

JMCX

33589.00006

Berwin Leighton Paisner LLP

020 3400 3244