

MR01

Particulars of a charge

185354/13 Laserform

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](http://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 the  
instrument Use form MR08

For further information please

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 must be scanned and placed on the public record. **Do not send the original.**

TUESDAY  
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\*A3IGJRFV\*  
A06 14/10/2014 #334  
COMPANIES HOUSE  
\*A3I15BIB\*  
A10 07/10/2014 #249  
COMPANIES HOUSE

**1 Company details**

Company number 0 8 9 4 5 5 4 9

Company name in full Docklands Riverside Hotel Limited

For official use

→ **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 0 3 1 0 2 0 1 4

**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 AIB Group (UK) plc as security trustee for the Secured Parties

(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

MR01

Particulars of a charge

<b>4</b>	<b>Brief description</b> 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 The leasehold interest in the Property known as Hilton Docklands Riverside London held pursuant to a lease dated the date hereof made between (1) the Borrower and (2) Opco registered at the Land Registry with title numbers SGL465779, TGL85555 and TGL85554	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
<b>5</b>	<b>Other charge or fixed security</b> 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to <b>Section 7</b> Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
<b>7</b>	<b>Negative Pledge</b> 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>8</b>	<b>Trustee statement ①</b> 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 <input type="checkbox"/>	<b>①</b> This statement may be filed after the registration of the charge (use form MR06)
<b>9</b>	<b>Signature</b> Please sign the form here  Signature X Addleshaw Goddard 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 **RACKC/313398-138**

Company name **Addleshaw Goddard LLP**

Address **Milton Gate**

**60 Chiswell Street**

Post town **London**

County/Region

Postcode 

E	C	1	Y		4	A	G
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Country **United Kingdom**

DX **47 London**

Telephone **020 7606 8855**

**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

CHFP025

06/14 Version 2.0



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8945549

Charge code: 0894 5549 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd October 2014 and created by DOCKLANDS RIVERSIDE HOTEL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th October 2014.

Given at Companies House, Cardiff on 17th October 2014



**Companies House**



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

Dated 3 October 2014

**DOCKLANDS RIVERSIDE HOTEL LIMITED**  
as Chargor

**AIB Group (UK) plc**  
as Security Agent

WE HEREBY CERTIFY THAT THIS IS  
A TRUE COPY (AS REDACTED) OF  
THE ORIGINAL

*Addleshaw Goddard LLP*

DATE *6/10/14*  
ADDLESHAW GODDARD LLP

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**SUPPLEMENTAL CHARGE BY WAY OF  
LEGAL MORTGAGE**

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**ADDLESHAW GODDARD**

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This deed is made on

3 October

2014

**Between**

- (1) **Docklands Riverside Hotel Limited** (register in England and Wales with number 08945549) (Chargor), and
- (2) **AIB Group (UK) plc** (registered in Northern Ireland with number NI018800) as security trustee for the Secured Parties (**Security Agent**, which term shall include any person appointed as security agent or as an additional security agent in accordance with the terms of the Facility Agreement)

**It is agreed**

**1 Definitions and interpretation**

**1.1 Definitions**

In this deed

**Borrower** means a private limited liability company (société à responsabilité limitée) incorporated and existing under the laws of Luxembourg with its registered office at L-1882 Luxembourg, 5, rue Guillaume Kroll, having a share capital of GBP 15 000,- and being registered with the Luxembourg Companies Register under number B 182 895

**Facility Agreement** means the facility agreement between, amongst others, the Borrower as borrower, the Chargor as opco and AIB Group (UK) plc as arranger, agent, security agent and original lender and dated 7 April 2014 under which the Lender agrees to make available to the Borrower the term loan facility

**Party** means a party to this deed

**Property** means the property described in the schedule (Property)

**Security Agreement** means the security agreement dated 8 April 2014 and provided by, amongst others, the Chargor in favour of the Security Agent

**1.2 Interpretation**

- (a) Unless otherwise defined in this deed, a term defined in the Security Agreement has the same meaning when used in this deed or any notices, acknowledgements or other documents issued under or in connection with this deed
- (b) Clause 1.2(c) (Interpretation) of the Security Agreement is incorporated in this deed as if set out here in full but so that each reference in that clause to **this deed** (meaning the **Security Agreement**) shall be read as a reference to this deed

**1.3 Third party rights**

- (a) Unless expressly provided to the contrary in any Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this deed or any other Finance Document issued or entered into under or in connection with it but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999

- (b) Unless expressly provided to the contrary in any Finance Document the consent of any person who is not a Party is not required to rescind or vary this deed or any other Finance Document entered into under or in connection with it

#### **1 4 Security Agreement**

- (a) This deed is supplemental to the Security Agreement
- (b) On and from the date of this deed, the Property shall be deemed to form part of the Secured Assets and the Secured Property for the purposes of the Security Agreement
- (c) Clauses 2 (Covenant to pay), 3 8 (Documents of Title), 3 9 (Small company moratorium), 4 (Continuing security), 5 (Negative Pledge), 6 (Restrictions on disposals), 7 (Further assurance), 12 (Security power of attorney), 13 (Enforcement of security) and 14 (Receiver) to 31 (Enforcement) (inclusive) of the Security Agreement shall apply to this deed, the Property and the realisation of the Security created under this deed as if set out in this Deed in full but so that each reference in those clauses to **this deed** (meaning the Security Agreement) shall be read as a reference to this deed
- (d) The Security Agreement shall remain in full force and effect and all references in the Finance Documents to the Security Agreement shall be to the Security Agreement as amended and/or supplemented by this deed

#### **1 5 Incorporated terms**

The terms of the Finance Documents and of any side letters relating to the Finance Documents and the Secured Obligations are incorporated into this deed to the extent required for any purported disposition of any Secured Assets contained in this deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

### **2 Charging provisions**

#### **2 1 General**

All Security created by the Chargor under clauses 2 2 to 2 4 inclusive is

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee,
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset,
- (d) granted in favour of the Security Agent as security agent for the Finance Parties, and
- (e) granted pursuant to clause 7 (Further assurance) of the Security Agreement

#### **2 2 First legal mortgages**

The Chargor charges by way of first legal mortgage the Property and all Fixtures on the Property



## **-2.3 Assignments**

The Chargor assigns

- (a) all Rental Income in respect of the Property, and all other sums, payable under any Occupational Lease affecting the Property and to which it is a party,
- (b) the Relevant Agreements relating to the Property and to which it is a party, and
- (c) the Relevant Policies relating to the Property

The Chargor shall remain liable to perform all its obligations under each such Occupational Lease to which it is a party, each Relevant Agreement to which it is a party and each Relevant Policy

## **2 4 First fixed charges**

The Chargor charges by way of first fixed charge to the extent that any legal mortgage in clause 2 2 or any assignment in clause 2 3 is ineffective as a legal mortgage or assignment (as applicable), the assets referred to in that clause

## **3 Land Registry**

### **Application for restriction**

- (a) The Chargor consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of title of the Property
- (b) The Chargor confirms that the Property is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003

## **4 Notices of assignments and charges**

### **4 1 Rental Income**

The Chargor shall comply with its obligations under clause 10 1 (Rental Income) of the Security Agreement in respect of each Occupational Lease to which the Property is subject

### **4 2 Relevant Agreements**

The Chargor shall comply with its obligations under clause 10 2 (Relevant Agreements) of the Security Agreement in respect of each Relevant Agreement (other than an Occupational Lease) assigned under clause 2 3

### **4.3 Insurance policies**

The Chargor shall comply with its obligations under clause 10 3 (Insurance Policies) of the Security Agreement in respect of each Relevant Policy assigned under clause 2 3

## **5 Finance Document**

This deed is a Finance Document

**6 Counterparts**

This deed and/or any Finance Document entered into under or in connection with this deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this deed and/or any such Finance Document entered into under or in connection with this deed by e-mail attachment or telecopy shall be an effective mode of delivery.

**7 Governing law**

This deed (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with English law.

**This Security Agreement** has been signed on behalf of the Security Agent and executed as a deed by the Chargors and is delivered on the date given at the beginning of this Security Agreement.

**The Schedule**

**Property**

**Registered Land**

Description	Title Number(s)	Owner
The leasehold interest in the Property known as Hilton Docklands Riverside, London held pursuant to a lease dated the date hereof made between (1) the Borrower and (2) Opco	SGL465779, TGL85555 and TGL85554	Opco

**SIGNATORIES TO THE SUPPLEMENTAL LEGAL MORTGAGE**

**Chargor**

Executed as a deed by  
**Docklands Riverside Hotel Limited**  
acting by a director in the presence of

)  
)  
)

Director

[Redacted Signature]

Signature of witness

Name **LUIGI FRANCESCO DE IESO**

Address

[Redacted Address]

[Redacted Address]

**The Security Agent**

**AIB Group (UK) plc**

By

**SIGNATORIES TO THE SUPPLEMENTAL LEGAL MORTGAGE**

**Chargor**

Executed as a deed by )  
**Docklands Riverside Hotel Limited** )  
acting by a director in the presence of ) Director

Signature of witness


Name

Address

**The Security Agent**

**AIB Group (UK) plc**

By

A large black rectangular redaction box covering the signature area of the Security Agent.