

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)

094735/13

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

You can use the WebFiling sen
Please go to www.companieshou

☒ **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
instrument Use form LL MR08

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.**



R3LM7CCR
RCS 28/11/2014 #2
COMPANIES HOUSE
A3LDV900
A25 25/11/2014 #55
COMPANIES HOUSE

FRIDAY
TL

1		LLP details		For official use	
LLP number	O	C	3	0	6
LLP name in full	RRHE LLP				
					<p>→ Filling in this form Please complete in typescript or in bold black capitals</p> <p>All fields are mandatory unless specified or indicated by *</p>

2		Charge creation date	
Charge creation date	d	1	3
	m	1	1
	y	2	0
	y	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	KBC Bank N.V. as agent and trustee		
Name			
Name			
Name			
		If there are more than four names, please supply any four of these names then tick the statement below	
		<input type="checkbox"/> 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

The Real Property as defined in the Charge and including the Holiday Inn Bolton Centre Hotel (1 Higher Bridge Street, Bolton, title# GM663231, GM335843, GM110382, GM523836, GM466622, GM28344, GM41371, LA339690, LA325375 & GM724255), Elstree Moat House Hotel (Borehamwood, title #HD307827 and HD307836), and the Stoke-on-Trent Moat House Hotel (title #SF288478)

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 LLP?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the LLP 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 LLP 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 LL MR06)

9

Signature

Please sign the form here

Signature

Signature

X HERBERT SMITH FREEHILLS LLP X

This form must be signed by a person with an interest in the charge

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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 George George

LLP name Herbert Smith Freehills LLP,
30960089, 15597

Address Exchange House

Primrose Street

Post town London

Country/Region

Postcode E C 2 A 2 E G

Country

DX 28

Telephone 020 7374 8000



Certificate

We will send your certificate to the presenter's address if given above or to the LLP'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 LLP name and number match the information held on the public Register
- ☐ 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 LLPs registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs 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 LLPs 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

PROFORMA

Company Number OC306338

Company Name: RRHE LLP

Contact Name/ Organisation: Herbert Smith Freehills LLP (Att Paul Hynes)

Address: Exchange House, 12 Primrose Street, London EC2A 2HS

The following details will need to be added to, amended or deleted from the Form MR01/LLMR01/MR08/LLMR08

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Persons entitled to the charge
- ☐ Description of property
- ☒ Fixed charge tick box (applies only to MR01/LLMR01)
- ☐ Floating charge tick box (applies only to MR01/LLMR01)
- ☐ Negative pledge tick box (applies only to MR01/LLMR01)
- ☐ Nature of the charge
(applies only to MR08/LL MR08)
- ☐ Obligations secured by the charge
(applies only to MR08/LL MR08)

- **The following details will need to be added to, amended or deleted from the Form MR02/LLMR02/MR09/LLMR09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date that property or undertaking was acquired

- ☐ Persons entitled to the charge
- ☐ Description of property.
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge
(applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge
(applies only to MR09/LL MR09)

- **The following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property.
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge
(applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge
(applies only to MR10/LL MR10)

Please give the instructions in the box below)

The other charge or fixed security details in section 5 should be ticked "Yes".

Sincerely,

HERBERT SMITH FREEHILLS LLP

28 NOVEMBER 2014



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC306338

Charge code: OC30 6338 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th November 2014 and created by RRHE LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 28th November 2014.

Given at Companies House, Cardiff on 28th November 2014



Companies House



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



HERBERT
SMITH
FREEHILLS

EXECUTION VERSION

We hereby certify that save for
material redacted pursuant to
section 859G Companies Act
2006 this is a true and accurate
copy of the original

HERBERT SMITH FREEHILLS LLP

Herbert Smith Freehills LLP
Exchange House
Primrose Street
London EC2A 2EG

13 November . 2014

Date: 13 November 2014

RRHB LLP

RRHE LLP

RRHS LLP

as chargors

and

KBC BANK N.V.

as agent and trustee

SUPPLEMENTAL CHARGE

Herbert Smith Freehills LLP

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THIS DEED is dated 13 November 2014 and is made between

- (1) THE LIMITED LIABILITY PARTNERSHIPS listed in Schedule 1 as the chargors, each registered in England and Wales (each a "Chargor" and together the "Chargors"), and
- (2) KBC BANK N.V. as agent and trustee for itself and each of the other Finance Parties (the "Agent")

BACKGROUND

- (A) Pursuant to a debenture dated 8 November 2006 (the "Debenture") and a supplemental debenture dated 9 March 2012 (the "First Supplemental Debenture") each between (1) the Chargors and (2) the Agent, each Chargor created Security over certain of its assets as security for, among other things, the present and future obligations and liabilities of each Chargor under the Finance Documents (as amended or supplemented)
- (B) The Credit Agreement has been amended and restated by a supplemental agreement dated on or about the date of this Deed between, among others, (1) the Chargors, (2) Red Rum Operating Company Limited, and (3) the Agent (the "Supplemental Agreement")
- (C) This Deed is supplemental to the Debenture and the First Supplemental Debenture
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

1 INTERPRETATION

1.1 In this Deed,

- 1.1.1 "Credit Agreement" means the credit agreement between, among others, (1) the Chargors as borrowers, (2) KBC Bank N.V. as arranger and (3) the Agent dated 7 November 2006 as amended and restated on 9 March 2012,
- 1.1.2 "Red Rum" means Red Rum Operating Company Limited, a company registered in England and Wales with registration number 9049618 and having its registered office at 110 Park Street, Mayfair W1K 6NX,
- 1.1.3 "Secured Liabilities" means all monies, obligations and liabilities covenanted to be paid or discharged pursuant to clause 2 of the Debenture (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor and Red Rum to each Finance Party under or pursuant to the Finance Documents including those obligations and liabilities as they are amended by the Supplemental Agreement, and
- 1.1.4 "Security Period" means the period from the date of this Supplemental Debenture until the date on which the Agent has determined that all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full

- 1.2 Capitalised terms used in this Deed have, unless expressly defined in this Deed, the meanings given to those terms by the Debenture
- 1.3 The provisions of clause 1.2 (*Construction*) of the Credit Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Credit Agreement are to be construed as references to this Deed
- 1.4 A Finance Document or other document or security includes (without prejudice to any prohibition on amendments) any amendment to that Finance Document or other document or security, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility
- 1.5 A reference to any asset, unless the context otherwise requires, includes any present and future assets
- 1.6 Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period

1 7 If the Agent considers that an amount paid to a Finance Party under a Finance Document is capable of being lawfully avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed

1 8 Unless the context otherwise requires, a reference to a Charged Asset includes the proceeds of sale of that Charged Asset

2 CREATION OF SECURITY

2 1 General

2 1 1 All the security created under this Deed

- (A) is created in favour of the Agent,
- (B) is created over present and future assets of each Chargor,
- (C) is security for the payment and satisfaction of all the Secured Liabilities, and
- (D) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

2 1 2 The Agent holds the benefit of this Deed on trust for the Finance Parties

2 1 3 All the security created under this Deed

- (A) is created in case the security created by the Debenture or the First Supplemental Debenture does not secure all of the Secured Liabilities, and
- (B) is created in addition to and does not affect the security created by the Debenture and the First Supplemental Debenture

2 1 4 Where this Deed purports to create a first fixed Security, that Security will be

- (A) a second ranking Security ranking subject to any equivalent Security created by only one of the Debenture or the First Supplemental Debenture, or
- (B) a third ranking Security ranking subject to any equivalent Security created by both the Debenture and by the First Supplemental Debenture,

until such time as the Security created by the Debenture and/or the First Supplemental Debenture (as the case may be) ceases to have effect

2 1 5 Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Debenture or the First Supplemental Debenture (or subsequently becomes assigned under clause 2 1 5 of the First Supplemental Debenture) and the same asset or right is expressed to be assigned again under this Deed, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant security interest created by the Debenture or the First Supplemental Debenture ceases to have effect at a time when this Deed still has effect

2 2 Security

2 2 1 Each Chargor charges to the Agent by way of fixed charge (which so far as relates to freehold or leasehold property in England and Wales vested in a Chargor at the date of this Deed shall be a charge by way of legal mortgage) for the payment and discharge of the Secured Liabilities all of that Chargor's rights to and title and interest from time to time in any and each of the following

- (A) the Real Property,

- (B) all vehicles, computers, office and other equipment and chattels (excluding stock-in-trade or work in progress) and all Related Property Rights,
 - (C) (to the extent that the same are not the subject of a fixed charge under Clause (D)) all Debts,
 - (D) all Account Proceeds,
 - (E) all of its Securities,
 - (F) all goodwill and uncalled capital, and
 - (G) (to the extent not effectively assigned under Clause 2 2 2 of this Deed), the assets (including present and future properties, contracts, revenues and rights of every description) which are specified in Clause 2 2 2 of this Deed
- 2 2 2 Each Chargor assigns to the Agent with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities all of its rights to and title and interest from time to time in
- (A) the Insurance Policies and the Insurance Proceeds,
 - (B) all Rental Income,
 - (C) any guarantee of Rental Income contained in or relating to any Lease Document,
 - (D) any Hedging Arrangements,
 - (E) each Transaction Document (other than the Finance Documents and any Duty of Care Agreement),
 - (F) each building contract, consultant appointment and collateral warranty in respect of the development of any Real Property,
 - (G) all other agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting any Chargor in respect of the Real Property, and
- all Related Property Rights in respect of the above
- 2 2 3 Each Chargor charges to the Agent by way of first floating charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of the Company's rights to and title and interest from time to time in the whole of its property, assets, rights and revenues whatsoever and wheresoever, present and future, other than any property, assets, rights and revenues validly and effectively charged or assigned (whether at law or in equity) pursuant to Clauses 2 2 1 or 2 2 2
- 2 2 4 The floating charge hereby created is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986
- 2 2 5 Without prejudice to Clause 2 2 3, the Agent reserves its rights to appoint an administrative receiver on and following an Event of Default in accordance with sections 72 B to H (inclusive) of the Insolvency Act 1986

3 INCORPORATION

The provisions of Clause 2 (*Covenants to Pay*) to Clause 23 (*Miscellaneous*) (inclusive) of the Debenture are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed

4 MISCELLANEOUS

- 4 1 The Debenture will remain in full force and effect

4.2 This Deed is designated a Finance Document

5 GOVERNING LAW

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

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

SCHEDULE 1
THE CHARGORS

Name of Chargor	Registration Number
RRHB LLP	OC306336
RRHE LLP	OC306338
RRHS LLP	OC306334

SIGNATORIES TO THE SUPPLEMENTAL DEBENTURE

Chargors

EXECUTED as a **DEED** by)
RRHB LLP)
acting by)
member, and)
member)



Member



Member

EXECUTED as a **DEED** by)
RRHE LLP)
acting by)
member, and)
member)



Member



Member

EXECUTED as a DEED by

RRHS LLP

acting by

member, and

member

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Member



Member

Agent

KBC BANK N.V.

acting by

)

EXECUTED as a DEED by)
RRHS LLP)
acting by)
member, and)
member)

Member

Member

Agent

KBC BANK N.V.
acting by

[REDACTED]

)