



Registration of a Charge

Company name: **PORTHMINSTER HOTEL COMPANY LIMITED**

Company number: **00038487**



X65R9QK3

Received for Electronic Filing: **04/05/2017**

Details of Charge

Date of creation: **28/04/2017**

Charge code: **0003 8487 0015**

Persons entitled: **HSBC BANK PLC AS SECURITY AGENT FOR THE SECURED PARTIES**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

BURGES SALMON LLP (KH06)



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 38487

Charge code: 0003 8487 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th April 2017 and created by PORTHMINSTER HOTEL COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th May 2017 .

Given at Companies House, Cardiff on 5th May 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated

28 April

2017

SECURITY AGREEMENT

THE OBLIGORS

(1)

and

HSBC BANK PLC as Security Agent

(2)

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THIS DEED is dated 28 April 2017 and is made

BETWEEN:

- (1) **THE OBLIGORS** listed in Schedule 1 (the "**Obligors**"); and
- (2) **HSBC BANK PLC** (the "**Security Agent**" as security agent for the Secured Parties (as defined in the Facility Agreement defined below)).

BACKGROUND:

- (A) The Obligors enter into this Deed in connection with the Facility Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that the Security Agent may only execute this document under hand.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Account means the "Account" as defined in the Facility Agreement including, without limitation, the accounts detailed in Part D of Schedule 2 (*Security Assets*);

Act means the Law of Property Act 1925.

Borrower has the meaning given to it in Schedule 1 (*The Obligors*).

Facility Agreement means the facility agreement dated on or around the date of this Deed between (among others) the Obligors and the Security Agent.

Intellectual Property means each Obligor's present and future patents, trademarks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights.

Investments means

- (a) all shares in any member of the Group (other than itself) owned by any Obligor or held by any nominee or trustee on its behalf including, without limitation the shares detailed in Part C of Schedule 2 (*Security Assets*); and
- (b) all other shares, stocks, debentures, bonds or other securities or investments owned by any Obligor or held by any nominee or trustee on its behalf.

Members' Agreement means the members' agreement of each Subsidiary LLP.

Members' Interest means the existing or future interest of an Obligor in and to a Subsidiary LLP, its capital and assets.

Members' Related Rights means, in relation to each Members' Agreement and each Members' Interests, all distributions of profits or capital or of whatsoever nature paid or payable after the date of this Deed in respect of a Members' Agreement or all or any of a Members' Interests and any rights, money or property accruing or offered at any time in any manner in respect of a Members' Agreement and a Members' Interests or in substitution or exchange for a Members' Agreement on all or any of a Members' Interests.

Mortgaged Property means all freehold or leasehold property included in the definition of Security Asset.

Obligors' Agent means the Borrower, appointed to act on behalf of each Obligor (other than itself) in relation to this Deed pursuant to clause 1.5 (*Obligors' Agent*).

Party means a party to this Deed.

Receiver means a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed.

Relevant Agreement means each agreement specified in Part B of Schedule 2 (*Relevant Agreements*) in each case other than any such agreement which has yet to come into effect (each of which agreements shall become a "Relevant Agreement" immediately upon coming into effect) together with any agreement entered into to amend or restate such agreements and any other agreement designated as such by the Security Agent.

Security Asset means any asset of any Obligor which is, or is expressed to be, subject to any Security created by this Deed.

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document.

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and the Lenders have no future obligations to advance monies under the Facility Agreement.

Subsidiary LLP means RMH (Guildford) LLP (Registered Number: OC324399) and any other limited liability partnership in which an Obligor has an interest.

1.2 Construction

- (a) Capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.
- (c) Unless a contrary indication appears, a reference in this Deed to:
 - (i) a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
 - (ii) any rights in respect of an asset includes:
 - (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities,
 in each case in respect of or derived from that asset;
 - (iii) any share, stock, debenture, bond or other security or investment includes:

- (A) any dividend, interest or other distribution paid or payable;
- (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

in each case in respect of that share, stock, debenture, bond or other security or investment; and

- (iv) the term "**this Security**" means any Security created by this Deed.
- (d) Any covenant of any Obligor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Security Agent considers (acting reasonably) that an amount paid to a Secured Party under a Finance Document is capable of being 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.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

1.3 Effect as a Deed

This Deed is intended to take effect as a Deed notwithstanding that the Security Agent may have executed it under hand only.

1.4 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

1.5 Obligors' Agent

- (a) Each Obligor (other than the Borrower) by its execution of this Deed irrevocably appoints the Borrower to act on its behalf as its agent in relation to this Deed and irrevocably authorises:
 - (i) the Borrower on its behalf to supply all information concerning itself contemplated by this Deed to the Secured Parties and to give all notices and instructions, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by any Obligor notwithstanding that they may affect the Obligor, without further reference to or the consent of that Obligor; and

- (ii) each Secured Party to give any notice, demand or other communication to that Obligor pursuant to this Deed to the Borrower,

and in each case the Obligor shall be bound as though the Obligor itself had given the notices and instructions or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication.

- (b) Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Obligors' Agent or given to the Obligors' Agent under this Deed on behalf of an Obligor or in connection with this Deed (whether or not known to the relevant Obligor) shall be binding for all purposes on that Obligor as if that Obligor had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of the Obligors' Agent and any Obligor, those of the Obligors' Agent shall prevail.

2 CREATION OF SECURITY

2.1 General

- (a) Each Obligor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (b) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of each Obligor;
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) If the granting of any Security in respect of any Security Asset is prohibited:
 - (i) the relevant Obligor must notify the Security Agent promptly;
 - (ii)
 - (A) if the Security Asset constitutes a right under any contract, this Security will constitute security over all proceeds and other amounts which the relevant Obligor may receive, or has received, under the relevant contract but will exclude the relevant Obligor's other rights under that contract; and
 - (B) otherwise, the relevant Obligor shall hold that Security Asset in trust for the Security Agent;
 - (iii) unless the Security Agent otherwise requires, each Obligor must:
 - (A) in respect of any consent or waiver required for the granting of Security in respect of that Security Asset:
 - 1) promptly apply for such consent or waiver; and
 - 2) if such consent or waiver is not to be unreasonably withheld, use its best endeavours to promptly obtain such consent, otherwise it shall use its reasonable endeavours to promptly obtain such consent or waiver;
 - (B) in respect of any condition required to be met or satisfied for the granting of Security in respect of that Security Asset, use its

reasonable endeavours to promptly satisfy the relevant condition; and

- (C) in all cases, keep the Security Agent informed of the progress in respect of such consent, waiver or condition; and
- (iv) if the relevant Obligor obtains the required consent or waiver or satisfies the relevant condition:
 - (A) that Obligor must notify the Security Agent promptly; and
 - (B) that Security Asset will immediately be secured in accordance with Clause 2.2 (*Land*) to Clause 2.13 (*Floating charge*) as appropriate.
- (d) The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

2.2 Land

- (a) Each Obligor charges:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it (other than any freehold or leasehold property in Scotland) including, without limitation, the real property (if any) specified in Part A of Schedule 2 (*Security Assets*); and
 - (ii) (to the extent that they are not either (A) the subject of a mortgage under paragraph (i) above or (B) freehold or leasehold property in Scotland) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- (b) A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Obligor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

Each Obligor charges by way of a first fixed charge its interest in all the Investments.

2.4 Members' Agreements and Members' Interests

Each Obligor charges by way of a first fixed charge:

- (a) its Members' Interest; and
- (b) all of its rights, title and interest in and to:
 - (i) each Members' Agreement; and
 - (ii) the Members' Related Rights,
 including all rights of enforcement of the same.

2.5 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.2 (*Land*), each Obligor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.

2.6 Credit Balances

- (a) Each Obligor charges by way of a first fixed charge all of its rights in respect of any Account other than any Trading Account, any amount standing to the credit of any Account other than the Trading Accounts and the debt represented by them.
- (b) Each Obligor charges by way of a first fixed charge all of its rights in respect of the Trading Accounts, any amount standing to the credit of the Trading Accounts and the debt represented by them.
- (c) Each Obligor charges by way of a first fixed charge all of its rights in respect of any account it has with any person other than the accounts referred to in paragraphs (a) to (b) above, any amount standing to the credit of any such account and the debt represented by it.

2.7 Book debts etc.

- (a) Each Obligor assigns absolutely, subject to a proviso for re-assignment on redemption;
 - (i) all of its Subordinated Debt;
 - (ii) all of its book and other debts;
 - (iii) all other moneys due and owing to it; and
 - (iv) the benefit of all rights in relation to any item under paragraphs (i) to (iii) above.
- (b) To the extent they have not been effectively assigned under paragraph (a), each Obligor charges by way of first fixed charge all of the assets listed in paragraph (a) above.

2.8 Insurances

- (a) Each Obligor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest (together, the **Insurance Rights**).
- (b) To the extent that they have not been effectively assigned under paragraph (a) above, each Obligor charges by way of a first fixed charge all of its Insurance Rights.

2.9 Hedging

Each Obligor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Agreements.

2.10 Intellectual Property

Each Obligor charges by way of first fixed charge all its Intellectual Property (including any specified in Part E of Schedule 2).

2.11 Other contracts

- (a) Each Obligor:
 - (i) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
 - (A) under each Relevant Agreement; and
 - (B) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and
 - (ii) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 2.
- (b) To the extent that they have not been effectively assigned under paragraph (a)(i) above, each Obligor charges by way of a first fixed charge all of its rights listed under paragraph (a)(i) above.

2.12 Miscellaneous

Each Obligor charges by way of first fixed charge:

- (a) its goodwill;
- (b) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (c) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (b) above;
- (d) its uncalled capital; and
- (e) the benefit of all rights in relation to any item under paragraphs (a) to (d) above.

2.13 Floating charge

- (a) Each Obligor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2.
- (b) Except as provided below, the Security Agent may by notice to the relevant Obligors convert the floating charge created by this Clause 2.13 (*Floating charge*) into a fixed charge as regards any of the relevant Obligors' assets specified in that notice if:
 - (i) an Event of Default is continuing; or
 - (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other similar legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this Clause 2.13 (*Floating charge*) may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,
 under section 1A of the Insolvency Act 1986.

- (d) The floating charge created by this Clause 2.13 (*Floating charge*) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of an Obligor's assets if:
- (i) that Obligor:
 - (A) creates, or attempt to create, any Security or a trust in favour of any person over all or any part of the Security Assets; or
 - (B) disposes, or attempts to dispose, of all or any part of the Security Assets (other than any Security Asset which are subject only to the Floating Charge created by this Clause 2.13 (*Floating charge*) while it remains uncrystallised),

without the prior written consent of the Security Agent or as permitted by the terms of the Finance Documents;
 - (ii) any person levies, or attempts to levy, any distress, attachment, execution or other legal process against all or any part of the Security Assets; or
 - (iii) a resolution is passed or an order is made for the winding-up, dissolution, administration or reorganisation of that Obligor; or
 - (iv) an administrator is appointed to that Obligor or the Security Agent receives notice of an intention to appoint an administrator to that Obligor.
- (e) The floating charge created by this Clause 2.13 (*Floating charge*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3 RESTRICTIONS ON DEALINGS

3.1 Security

Except as expressly allowed under the Facility Agreement or this Deed, no Obligor may create or permit to subsist any Security on any Security Asset.

3.2 Disposals

Except as expressly allowed under the Facility Agreement or this Deed, no Obligor may enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.

4 LAND

4.1 Acquisitions

If an Obligor acquires any freehold or leasehold property in England and Wales in accordance with the Facility Agreement after the date of this Deed it must:

- (a) notify the Security Agent immediately;
- (b) immediately on request by the Security Agent and at the cost of that Obligor, execute and deliver to the Security Agent a legal mortgage over that property in favour of the Security Agent in any form which the Security Agent may require; and
- (c) (i) if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Security; and

- (ii) if applicable, ensure that this Security is correctly noted against that title in the title register at the Land Registry.

4.2 Land Registry

Each Obligor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [] referred to in the charges register or their conveyancer. (Standard Form P)".

4.3 Deposit of title deeds

Each Obligor must immediately:

- (a) deposit with the Security Agent all deeds and documents necessary to show good and marketable title to any property referred to in Clause 4.1 (*Acquisitions*) (the **Title Documents**);
- (b) procure that the Title Documents are held to the order of the Security Agent; or
- (c) procure that the Title Documents are held to the order of the Agent by a firm of solicitors approved by the Security Agent for that purpose.

5 INVESTMENTS, MEMBERS' INTERESTS AND MEMBERS AGREEMENTS

5.1 Deposit

Each Obligor must immediately:

- (a) deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to
 - (i) the Investments; and
 - (ii) any Members' Agreements and Members' Interests; and
- (b) execute and deliver to the Security Agent all share transfers, deeds of transfer and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments and any Members' Interests.

5.2 Changes to rights

Except as permitted under the Facility Agreement, no Obligor may take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Members' Interests being altered or further Members' Interests being issued.

5.3 Calls

- (a) Each Obligor must pay all calls or other payments due and payable in respect of any of:
 - (i) its Investments, in accordance with the Facility Agreement; and
 - (ii) its Members' Interests.
- (b) If an Obligor fails to do so, the Security Agent may pay the calls or other payments in respect of any of its Investments and any of its Members' Interests on behalf of that Obligor. The relevant Obligor must immediately on request

reimburse the Security Agent for any payment made by the Security Agent under this Clause 5.2 (*Calls*).

5.4 Other obligations in respect of Investments, Members' Interests and Members' Agreements

- (a) Each Obligor must promptly send a copy to the Security Agent of, and comply with all requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Investments and any of its Members' Interests. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of any Obligor.
- (b) Each Obligor must comply with all other conditions and obligations assumed by it in respect of any of its Investments and any of its Members' Interests.
- (c) The Security Agent is not obliged to:
 - (i) perform any obligation of any Obligor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or any Obligor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,
 in respect of any of the Investments or any of the Members' Interests.

5.5 Voting rights

- (a) Before this Security becomes enforceable:
 - (i) the voting rights, powers and other rights in respect of its Investments and any Members' Interests will be exercised:
 - (A) by the relevant Obligor; or
 - (B) if exercisable by the Security Agent, in any manner which the relevant Obligor may direct the Security Agent in writing; and
 - (ii) all dividends, distributions or other income paid or payable in relation to any of its Investments and any of its Members' Interests must be paid (in each case, to the extent permitted thereby) in accordance with the Facility Agreement.
- (b) Each Obligor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of any of its Investments or any of its Members' Interests as permitted by this Deed on the direction of an Obligor.
- (c) After this Security has become enforceable, the Security Agent may exercise (in the name of an Obligor and without any further consent or authority on the part of that Obligor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment or any Members' Interests (as applicable), any person who is the holder of any Investment or any Members' Interests (as applicable) or otherwise.

5.6 Notice and acknowledgment of the Subsidiary LLP

- (a) By countersigning this Deed, each Subsidiary LLP which is party to this Deed and whose Members' Interests are the subject of security under this Deed hereby acknowledges the terms of this Deed.
- (b) Where a Subsidiary LLP is not party to this Deed and whose Members' Interests are the subject of security under this Deed, the relevant Obligor must promptly serve a notice, in a form to be agreed with the Security Agent, to the relevant Subsidiary LLP and use reasonable endeavours to procure acknowledgement of the same.

6 ACCOUNTS

6.1 General

In this Clause 6, "**Account Bank**" means a person with whom an Account is maintained.

6.2 Book debts and receipts

- (a) Each Obligor must get in and realise:
 - (i) any amounts due from any occupiers of the Mortgaged Property; and
 - (ii) book and other debts and other moneys due and owing to it,

in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an Account if required in accordance with paragraph (b) below) on trust for the Security Agent.
- (b) Each Obligor must, except to the extent that the Security Agent otherwise agrees, pay all the proceeds of the getting in and realisation into an Account in accordance with the Facility Agreement.

6.3 Notices of charge

Each Obligor must:

- (a) immediately serve a notice of charge, substantially in the form of Part A of Schedule 3 (*Forms of Letter for Account Bank*), on each Account Bank with which it has an Account; and
- (b) use reasonable endeavours to ensure that such Account Bank acknowledges the notice, substantially in the form of Part B of Schedule 3 (*Forms of Letter for Account Bank*).

7 HEDGING

Each Obligor must:

- (a) immediately serve a notice of assignment, substantially in the form of Part A of Schedule 4 (*Forms of Letter for Hedge Counterparty*), on each counterparty to a Hedging Agreement which that Obligor is a party to; and
- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part B of Schedule 4 (*Forms of Letter for Hedge Counterparty*).

8 INSURANCES

Each Obligor must:

- (a) immediately serve a notice of assignment, substantially in the form of Part A of Schedule 5 (*Forms of Letter for Insurers*), on each counterparty to an Insurance which that Obligor is party to; and
- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part B of Schedule 5 (*Forms of Letter for Insurers*).

9 INTELLECTUAL PROPERTY

9.1 Intellectual Property Undertakings

Each Obligor makes the undertakings set out in this Clause 9.1 to the Security Agent as trustee for itself and for the benefit of each of the other Secured Parties for the continuance of the Security Period.

9.2 Preservation of rights

Each Obligor shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings.

9.3 Registration of Intellectual Property

Each Obligor shall use all reasonable efforts to register applications for the registration of any Intellectual Property, and shall keep the Security Agent informed of all matters relating to each such registration.

9.4 Register of trade marks

- (a) Each Obligor, as registered proprietor, hereby appoints the Security Agent as its agent to apply, at the Security Agent's absolute discretion following the occurrence of an Event of Default that is continuing, for the particulars of this Deed and the interest of the Security Agent in the Intellectual Property and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of the relevant Obligor, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994.
- (b) Each Obligor hereby agrees to execute all documents and forms required to enable such particulars to be entered on the Register of Trade Marks.

9.5 Maintenance of Intellectual Property

No Obligor shall permit any Intellectual Property to be abandoned, cancelled or to lapse.

10 OTHER CONTRACTS

Each Obligor must, at the request of the Security Agent following the occurrence of an Event of Default that is continuing:

- (a) immediately serve a notice of assignment or charge (as applicable), substantially in the form of Part A of Schedule 6 (*Forms of Letter for Other Contracts*), on each counterparty to a contract listed in Clause 2.10 (*Other contracts to which that Obligor is a party*); and
- (b) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part B of Schedule 6 (*Forms of Letter for Other Contracts*).

11 WHEN SECURITY BECOMES ENFORCEABLE

11.1 Event of Default

This Security will become immediately enforceable if an Event of Default occurs and is continuing.

11.2 Discretion

After this Security has become enforceable, the Security Agent may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

11.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

12 ENFORCEMENT OF SECURITY

12.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

12.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

12.3 Privileges

The Security Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

12.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his/her agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied.

12.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Agent may:
 - (i) redeem any prior Security against any Security Asset; and/or
 - (ii) procure the transfer of that Security to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the relevant Obligor.
- (b) The Obligors (jointly and severally) must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

12.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

12.7 Financial collateral

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of any Obligor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- (b) Where any financial collateral is appropriated:
 - (i) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
 - (ii) in any other case, its value will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent commercial property adviser of national standing, investment bank or accountancy firm of national standing selected by it,

and each Finance Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

13 RECEIVER**13.1 Appointment of Receiver**

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable; or
 - (ii) an Obligor so requests to the Security Agent at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.

- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- (e) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

13.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

13.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

13.4 Agent of each Obligor

- (a) A Receiver will be deemed to be the agent of each Obligor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Each Obligor is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to any Obligor or to any other person) by reason of the appointment of a Receiver or for any other reason.

13.5 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

14 POWERS OF RECEIVER

14.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 14 in addition to those conferred on it by any law. This includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise)

exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

14.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

14.3 Carry on business

A Receiver may carry on any business of any Obligor in any manner he/she thinks fit.

14.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.
- (b) A Receiver may discharge any person appointed by any Obligor.

14.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

14.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.
- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Obligor.

14.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he/she thinks fit (including the payment of money to a lessee or tenant on a surrender).

14.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of an Obligor or relating in any way to any Security Asset.

14.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

14.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

14.11 Subsidiaries

A Receiver may form a Subsidiary of any Obligor and transfer to that Subsidiary any Security Asset.

14.12 Delegation

A Receiver may delegate his/her powers in accordance with this Deed.

14.13 Lending

A Receiver may lend money or advance credit to any person.

14.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which an Obligor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

14.15 Other powers

A Receiver may:

- (a) do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
- (c) use the name of the relevant Obligor for any of the above purposes.

15 APPLICATION OF PROCEEDS

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Security Agent and applied in accordance with the Facility Agreement. This Clause 15:

- (a) is subject to the payment of any claims having priority over this Security; and
- (b) does not prejudice the right of any Secured Party to recover any shortfall from any Obligor.

16 EXPENSES AND INDEMNITY

The Obligors (jointly and severally) must:

- (a) immediately on demand pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with this Deed (such costs and expenses being reasonably incurred by the relevant Secured Party where they relate to the negotiation, preparation and

perfection of this Deed) including any arising from any actual or alleged breach by any person of any law or regulation; and

- (b) keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

17 DELEGATION

17.1 Power of Attorney

The Security Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

17.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

17.3 Liability

Neither the Security Agent nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

18 FURTHER ASSURANCES

- (a) Each Obligor must promptly, at its own expense, take whatever action the Security Agent or a Receiver may reasonably require for:
 - (i) creating, perfecting or protecting any security over any Security Asset; or
 - (ii) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
- (b) The action that may be required under paragraph (a) above includes:
 - (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominees; or
 - (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may consider necessary.

19 POWER OF ATTORNEY

Each Obligor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the relevant Obligor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of that Obligor under or pursuant to this Deed where that Obligor has failed to carry out such obligation or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each

Obligor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 19.

20 MISCELLANEOUS

20.1 Continuing Security

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

20.2 Tacking

Each Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances).

20.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with the relevant Obligor.
- (b) If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

20.4 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account which any Obligor has with any Secured Party within the Security Period when:

- (a) this Security has become enforceable; and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

20.5 Notice to Obligors

This Deed constitutes notice in writing to any relevant Obligor of any charge or assignment of a debt owed by that Obligor to any Transaction Obligor and contained in any other Security Document.

21 RELEASE

At the end of the Security Period, the Finance Parties must, at the request and cost of the Obligors' Agent, take whatever action is reasonably necessary to release the Security Assets from this Security.

22 GOVERNING LAW

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

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

Schedule 1**The Obligors**

Name of Obligor	Company Number and Registered Address	Jurisdiction and Incorporation
Harbour Hotels Group Limited (the " Borrower ")	09462800	England and Wales
White Truffle Events Limited	09451006	England & Wales
Froyle Harbour Hotel Limited	08039869	England & Wales
Christchurch Hotels Limited	04521113	England & Wales
Christchurch Restaurants Limited	04360007	England & Wales
Kings Harbour Hotel Limited	06876173	England & Wales
Porthminster Hotel Company Limited	00038487	England & Wales
Westcliff Hall (Sidmouth) Limited	00406990	England & Wales
Salcombe Harbour Hotel Limited	07087213	England & Wales
Bristol Harbour Hotel Limited	09677406	England & Wales
Bond Street Estates (Brighton) Limited	05538098	England & Wales
Brighton Harbour Hotel Limited	09143024	England & Wales
Chichester Harbour Hotel Limited	09789590	England & Wales
RMH (Guildford) Limited	06015825	England & Wales
RMH (Guildford) LLP	OC324399	England & Wales
Residence (Guildford) Limited	07615079	England & Wales
RMH (Guildford) Residential Developments Limited	07111287	England & Wales
RMH (Guildford) Management Limited	07779366	England & Wales

Schedule 2**Security Assets****Part A****Real Property**

Registered Proprietor	Address	Title Interest	Title Number
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Part B**Relevant Agreements**

Obligor	Type of Contract	Date	Parties
Bristol Harbour Hotel Limited	Option Agreement	15 December 2016	(1) Imperial Tobacco Pension Trustees Limited and Imperial Investments Limited and (2) Bristol Harbour Hotel Limited
Bond Street Estates (Brighton) Limited	Option Agreement	6 October 2015	(1) UBS Trustees (Jersey) Ltd and UBS TC (Jersey) Ltd acting in the capacity for Pramerica UK Ground Lease Fund and (2) Bond Street Estates (Brighton) Limited
Chichester Harbour Hotel Limited	Option Agreement	20 November 2015	(1) UBS Trustees (Jersey) Ltd and UBS TC (Jersey) Ltd acting in the capacity for Pramerica UK Ground Lease Fund and (2) Chichester Harbour Hotel Limited
RMH (Guildford) Limited and RMH (Guildford) LLP	Business Sale Agreement	24 December 2015	RMH (Guildford) Limited and RMH (Guildford) LLP
Harbour Hotels Group Limited	ISDA Master Agreement	29 February 2016	(1) Harbour Hotels Group Limited and (2) National Westminster Bank Plc
Froyle Harbour Hotel Limited	Construction Agreement (relating to Froyle Park)	June 2014	(1) Froyle Harbour Hotel Limited and (2) Construction

					Partnership Limited
RMH (Guildford) LLP		Refurbishment Instruction Letter		19 April 2016	(1) RMH (Guildford) LLP and (2) NJG Contracting Ltd
Westcliff Hall (Sidmouth) Limited		Construction Agreement (relating to Sidmouth Harbour Hotel)		July 2014	(1) Westcliff Hall (Sidmouth) Limited and (2) NJG Contracting Limited
Bond Street Estates (Brighton) Limited		Standard Contract	Building	10 April 2016	(1) Bond Street Estates (Brighton) Limited and (2) NJG Contracting Limited
Bristol Harbour Hotel Limited		Standard Contract	Building	7 March 2016	(1) Bristol Harbour Hotel Limited and (2) NJG Contracting Limited

Part CInvestments

Obligor	Issuer	Class	Number
Harbour Hotels Group Limited	Chichester Harbour Hotel Limited	Ordinary	1
Harbour Hotels Group Limited	Froyle Harbour Hotel Limited	Ordinary	1
Harbour Hotels Group Limited	Salcombe Harbour Hotel Limited	Ordinary	1
Harbour Hotels Group Limited	Westcliff Hall (Sidmouth) Limited	Ordinary A	1
Harbour Hotels Group Limited	Porthminster Hotel Company Limited	Ordinary	100,000
Harbour Hotels Group Limited	Kings Harbour Hotel Limited	Ordinary	1
Harbour Hotels Group Limited	Christchurch Restaurants Limited	Ordinary	1
Harbour Hotels Group Limited	Christchurch Hotels Limited	Ordinary	402
Harbour Hotels Group Limited	Bristol Harbour Hotel Limited	Ordinary	1
Brighton Harbour Hotel Limited	Bond Street Estates (Brighton) Limited	Ordinary	100
Harbour Hotels Group Limited	Brighton Harbour Hotel Limited	Ordinary	1
Harbour Hotels Group Limited	White Truffle Events Limited	Ordinary	1
Harbour Hotels Group Limited	RMH (Guildford) Limited	Ordinary A	1327153
Harbour Hotels Group Limited	RMH (Guildford) Limited	Ordinary B	1327153
RMH (Guildford) Limited	Residence (Guildford) Limited	Ordinary	1
RMH (Guildford) LLP	RMH (Guildford) Residential Developments Limited	Ordinary	1
RMH (Guildford) LLP	RMH (Guildford) Management Limited	Ordinary	4

Part DAccounts

Obligor	Account Bank	Account Number	Sort Code	Designated
Harbour Hotels Group Limited	HSBC Bank plc	9217 [REDACTED]	[REDACTED]	Trading Account
Harbour Hotels Group Limited	HSBC Bank plc	4220 [REDACTED]	[REDACTED]	Deposit Account
Harbour Hotels Group Limited	HSBC Bank plc	0220 [REDACTED]	[REDACTED]	Debt Service Account
Harbour Hotels Group Limited	HSBC Bank plc	0220 [REDACTED]	[REDACTED]	Cure Account
White Truffle Events Limited	HSBC Bank plc	1218 [REDACTED]	[REDACTED]	Trading Account
Froyle Harbour Hotel Limited	HSBC Bank plc	4214 [REDACTED]	[REDACTED]	Trading Account
Christchurch Hotels Limited	HSBC Bank plc	7220 [REDACTED]	[REDACTED]	Trading Account
Christchurch Restaurants Limited	HSBC Bank plc	7220 [REDACTED]	[REDACTED]	Trading Account
Kings Harbour Hotel Limited	HSBC Bank plc	9216 [REDACTED]	[REDACTED]	Trading Account
Porthminster Hotel Company Limited	HSBC Bank plc	222010722010 [REDACTED]	[REDACTED]	Trading Account
Westcliff Hall (Sidmouth) Limited	HSBC Bank plc	2220 [REDACTED]	[REDACTED]	Trading Account
Salcombe Harbour Hotel Limited	HSBC Bank plc	2220 [REDACTED]	[REDACTED]	Trading Account
Bristol Harbour Hotel Limited	HSBC Bank	2217 [REDACTED]	[REDACTED]	Trading Account

	plc				
Bond Street Estates (Brighton) Limited	HSBC Bank plc	5218			Trading Account
Brighton Harbour Hotel Limited	HSBC Bank plc	6216			Trading Account
Chichester Harbour Hotel Limited	HSBC Bank plc	1218			Trading Account
RMH (Guildford) Limited	HSBC Bank plc	9220			Trading Account
RMH (Guildford) LLP	HSBC Bank plc	3220			Trading Account

Part E

Intellectual Property

Obligor	Intellectual Property	Registration Number
Salcombe Harbour Hotel Limited	The Salcombe Harbour Hotel domain, www.salcombe-harbour-hotel.co.uk	N/A
Christchurch Harbour Hotel Limited	The Christchurch Harbour Hotel domain, http://www.christchurch-harbour-hotel.co.uk	N/A
Christchurch Restaurants Limited	The Jetty restaurant domain, http://www.thejetty.co.uk	N/A
Kings Harbour Hotel Limited	The Kings Arms Harbour Hotel domain, http://www.thekings-christchurch.co.uk	N/A
Westcliff Hall (Sidmouth) Limited	The Sidmouth Harbour Hotel domain, http://www.sidmouth-harbour-hotel.co.uk	N/A
Porthminster Hotel Company Limited	The St Ives Harbour Hotel domain, http://www.stives-harbour-hotel.co.uk	N/A
Froyle Harbour Hotel Limited	The Froyle Park Hotel domain, http://www.froylepark.co.uk	N/A
Bristol Harbour Hotel Limited	The Bristol Harbour Hotel domain, http://www.bristol-harbour-hotel.co.uk	N/A
Chichester Harbour Hotel Limited	The Chichester Harbour Hotel domain, http://www.chichester-harbour-hotel.co.uk	N/A
Brighton Harbour Hotel Limited	The Brighton Harbour Hotel domain, http://www.brighton-harbour-hotel.co.uk	N/A
Harbour Hotels Group Limited	The Harbour Hotels domain, http://www.harbourhotels.co.uk	N/A
RMH (Guildford) LLP	The Guildford Harbour Hotel domain, http://www.guildford-harbour-hotel.co.uk	N/A
Harbour Hotels Group Limited	Trademark "Jetty"	UK00003061650
Harbour Hotels Group Limited	Trademark "Harbour"	UK00002482506
Harbour Hotels Group Limited	Trademark "Harbour Hotels"	UK00003081544

Schedule 3**Forms of Letter for Account Bank****Part A****Notice to Account Bank**

To: [Account Bank]

Copy: HSBC Bank plc (as Security Agent as defined below)

[Date]

Dear Sirs,

Security Agreement dated [●] between the Obligors (as defined therein) and HSBC Bank plc (the "Security Agreement")

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of HSBC Bank plc (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights in respect of any account, and any amount standing to the credit of any account, maintained by us with you (the "**Accounts**").

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to any Account requested from you by the Security Agent;
- (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Security Agent;
- (c) ¹hold all sums standing to the credit of any Account other than our account with [●] (account number [●], sort code [●]) (the "**Trading Account**") to the order of the Security Agent; and
- (d) ²in respect of any Account other than the Trading Account, pay or release any sum standing to the credit of any such Account in accordance with the written instructions of the Security Agent.

NB. Only to be included for the Borrower's accounts.

³We are not permitted to withdraw any amount from any Account other than the Trading Account without the prior written consent of the Security Agent.

In respect of the Trading Account, we are permitted to withdraw any amount from the Trading Account for any purpose unless and until you receive a notice from the Security Agent to the contrary stating that we are no longer permitted to withdraw any amount from the Trading Account without its consent. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from the Trading Account without the prior written consent of the Security Agent.

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

¹ Only to be included for the Borrower's accounts.

² Only to be included for the Borrower's accounts.

³ Only to be included for the Borrower's accounts.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at [] with a copy to us.

Yours faithfully,

.....
(Authorised Signatory)

[Obligor]

Part BAcknowledgement of Account Bank

To: HSBC Bank plc

Copy: [Obligor]

[Date]

Dear Sirs,

Security Agreement dated [●] between the Obligors (as defined therein) and HSBC Bank plc (the "Security Agreement")

We confirm receipt from [Obligor] (the "**Obligor**") of a notice dated [●] (the Notice) of a charge upon the terms of the Security Agreement over all the rights of the Obligor to any amount standing to the credit of any of the Obligor's accounts with us (the "**Accounts**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, any Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account other than the netting of debit and credit balances in the ordinary course of banking;
- (d) will not permit any amount to be withdrawn from any Account other than the Trading Account (as defined in the Notice) without your prior written consent; and⁴
- (e) will comply with any notice we may receive from the Security Agent in respect of the Trading Account.⁵

The Accounts maintained with us are:[Specify accounts and account numbers]

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

Yours faithfully,

.....
(Authorised signatory)

⁴ Only to be included for the Borrower's accounts.

⁵ Only to be included for the Borrower's accounts.

Schedule 4**Forms of Letter for Hedge Counterparty****Part A****Notice to Hedge Counterparty**

To: [Hedge Counterparty]

Copy: HSBC Bank plc as Security Agent as defined below

[Date]

Dear Sirs,

Security Agreement dated [●] between the Obligors (as defined therein) and HSBC Bank plc (the "Security Agreement")

This letter constitutes notice to you that under the Security Agreement we assigned absolutely, subject to a proviso for re-assignment on redemption, to HSBC Bank plc (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights under any hedging agreements between you and us (the "**Hedging Agreements**").

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to the Hedging Agreements which the Security Agent may request from you; and
- (b) pay any sum payable by you under the Hedging Agreements to our account with [the Security Agent] at [●], account number [●], sort code [●].

The instructions in this letter apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[Obligor]

Part BAcknowledgement of Hedge Counterparty

To: HSBC Bank plc

Copy: [Obligor]

[Date]

Dear Sirs,

Security Agreement dated [●] between the Obligors (as defined therein) and HSBC Bank plc (the "Security Agreement")

We confirm receipt from [Obligor] (the "**Obligor**") of a notice dated [●] (the "**Notice**") of an assignment upon the terms of the Security Agreement of all the Obligor's rights under the Hedging Agreements (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, the Hedging Agreements;
- (c) must pay any amount payable by us under the Hedging Agreements to the Obligor's account with [you] at [●], Sort Code [●], Account No. [●]; and
- (d) must accept your instructions in relation to the Obligor's rights under the Hedging Agreements.

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

Yours faithfully,

(Authorised signatory)

[Hedge Counterparty]

Schedule 5**Forms of Letter for Insurers****Part A****Notice to Insurer**

To: [Insurer]

Copy: HSBC Bank plc (as Security Agent as defined below)

[Date]

Dear Sirs,

Security Agreement dated [●] between the Obligor (as defined therein) and HSBC Bank plc (the "Security Agreement")

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely, subject to a proviso for re-assignment on redemption, to HSBC Bank plc (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights in respect of *[insert details of contract of insurance]* (the "**Insurance**").

We confirm that:

- (a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).

We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance), unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance).

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Insurance requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

Yours faithfully,

(Authorised signatory)

[Obligor]

Part BAcknowledgement of Insurer

To: HSBC Bank plc

Copy: [Obligor]

[Date]

Dear Sirs,

Security Agreement dated [●] between the Obligors (as defined therein) and HSBC Bank plc (the Security Agreement)

We confirm receipt from [Obligor] (the Obligor) of a notice dated [] (the "**Notice**") of an assignment on the terms of the Security Agreement of all the Obligor's rights in respect of [*insert details of the contract of insurance*] (the "**Insurance**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Insurance as directed in the Notice.

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

Yours faithfully,

.....
(Authorised signatory)

[Insurer]

Schedule 6**Forms of Letter for Other Contracts****Part A****Notice to Counterparty**

To: [Contract Counterparty]

Copy: HSBC Bank plc (as Security Agent as defined below)

[Date]

Dear Sirs,

Security Agreement dated [●] between the Obligors (as defined therein) and HSBC Bank plc (the "Security Agreement")

This letter constitutes notice to you that under the Security Agreement we have [assigned absolutely, subject to a proviso for re-assignment on redemption,]/[charged by way of a first fixed charge] to HSBC Bank plc (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights in respect of [insert details of contract] (the "**Contract**").

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs.

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Contract requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....
(Authorised signatory)

[Obligor]

Part BAcknowledgement of Counterparty

To: HSBC Bank plc

Copy: [Obligor]

[Date]

Dear Sirs,

Security Agreement dated [●] between the Obligors (as defined therein) and HSBC Bank plc (the "Security Agreement")

We confirm receipt from [Obligor] (the "**Obligor**") of a notice dated [●] (the "**Notice**") of [an assignment]/[fixed charge] on the terms of the Security Agreement of all the Obligor's rights in respect of [*insert details of the contract*] (the "**Contract**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Contract as directed in the Notice.

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

Yours faithfully,

.....
(Authorised signatory)

[Contract counterparty]

EXECUTION PAGE

OBLIGORS

EXECUTED as a DEED by)
 HARBOUR HOTELS GROUP LIMITED)
 acting by:)



Director DAVID ROBBINS

[SIGNATURE OF WITNESS]

Name of Witness
 [IN BLOCK CAPITALS]

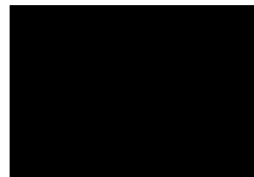
Address of Witness

Occupation of Witness

DIANA RUMYANTSEVA
 Clyde & Co LLP
 1 Stoke Road
 Guildford
 Surrey
 GU1 4HW

Tramie Solicitor

EXECUTED as a DEED by)
 WHITE TRUFFLE EVENTS LIMITED)
 acting by:)



Director DAVID ROBBINS

[SIGNATURE OF WITNESS]

Name of Witness
 [IN BLOCK CAPITALS]

Address of Witness

Occupation of Witness

DIANA RUMYANTSEVA
 Clyde & Co LLP
 1 Stoke Road
 Guildford
 Surrey
 GU1 4HW

Tramie Solicitor

EXECUTED as a DEED by

FROYLE HARBOUR HOTEL LIMITED

acting by:

Director



DAVID ROBBINS

[SIGNATURE OF WITNESS]

Name of Witness
[IN BLOCK CAPITALS]

Address of Witness

Occupation of Witness

DIANA RUMYANTSEVA
Clyde & Co LLP
1 Stoke Road
Guildford
Surrey
GU1 4HW

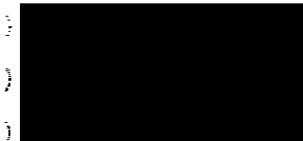
Trainee Solicitor

EXECUTED as a DEED by

CHRISTCHURCH HOTELS LIMITED

acting by:

Director



DAVID ROBBINS

[SIGNATURE OF WITNESS]

Name of Witness
[IN BLOCK CAPITALS]

Address of Witness

Occupation of Witness

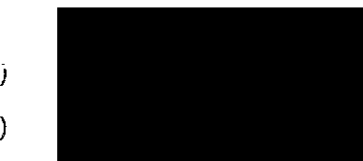
DIANA RUMYANTSEVA
Clyde & Co LLP
1 Stoke Road
Guildford
Surrey
GU1 4HW

Trainee Solicitor

EXECUTED as a DEED by

CHRISTCHURCH RESTAURANTS LIMITED

acting by:



Director DAVID ROBBINS


[SIGNATURE OF WITNESS]

Name of Witness
[IN BLOCK CAPITALS]

Address of Witness

Occupation of Witness

DIANA RUMYANTSEVA

Clyde & Co LLP
1 Stoke Road
Guildford
Surrey
GU1 4HW

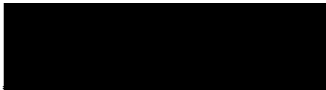


EXECUTED as a DEED by
KINGS HARBOUR HOTEL LIMITED
acting by:

)
)
)



Director DAVID ROBBINS


[SIGNATURE OF WITNESS]

Name of Witness
[IN BLOCK CAPITALS]

Address of Witness

Occupation of Witness

DIANA RUMYANTSEVA

Clyde & Co LLP
1 Stoke Road
Guildford
Surrey
GU1 4HW



EXECUTED as a DEED by

PORTHMINSTER HOTEL COMPANY
LIMITED

acting by:

Director

)
)
)
DAVID ROBBINS

[SIGNATURE OF WITNESS]

Name of Witness
[IN BLOCK CAPITALS]

Address of Witness

DIANA RUMYANTSEVA
Clyde & Co LLP
1 Stoke Road
Guildford
Surrey
GU1 4HW

Occupation of Witness

Trainee Solicitor

EXECUTED as a DEED by

WESTCLIFF HALL (SIDMOUTH) LIMITED

acting by:

Director

)
)
)
DAVID ROBBINS

[SIGNATURE OF WITNESS]

Name of Witness
[IN BLOCK CAPITALS]

Address of Witness

DIANA RUMYANTSEVA
Clyde & Co LLP
1 Stoke Road
Guildford
Surrey
GU1 4HW

Occupation of Witness

Trainee Solicitor

EXECUTED as a DEED by)

SALCOMBE HARBOUR HOTEL LIMITED)

acting by:)

Director DAVID ROBBINS

[SIGNATURE OF WITNESS]

Name of Witness
[IN BLOCK CAPITALS]

Address of Witness

Occupation of Witness

*DIANA RUMYANTSEVA*Clyde & Co LLP
1 Stoke Road
Guildford
Surrey
GU1 4HW*Tramie Solicitor*

EXECUTED as a DEED by)

BRISTOL HARBOUR HOTEL LIMITED)

acting by:)

Director DAVID ROBBINS

[SIGNATURE OF WITNESS]

Name of Witness
[IN BLOCK CAPITALS]

Address of Witness

Occupation of Witness

*DIANA RUMYANTSEVA*Clyde & Co LLP
1 Stoke Road
Guildford
Surrey
GU1 4HW*Tramie Solicitor*

EXECUTED as a DEED by

BOND STREET ESTATES (BRIGHTON)
LIMITED

acting by:

Director

)
)
)

DAVID ROBBINS

[SIGNATURE OF WITNESS]

Name of Witness
[IN BLOCK CAPITALS]

Address of Witness

Occupation of Witness

DIANA RUMYANTSEVA

Clyde & Co LLP
1 Stoke Road
Guildford
Surrey
GU1 4HW

Tramee Solicitor

EXECUTED as a DEED by

BRIGHTON HARBOUR HOTEL LIMITED

acting by:

Director

)
)
)

DAVID ROBBINS

[SIGNATURE OF WITNESS]

Name of Witness
[IN BLOCK CAPITALS]

Address of Witness

Occupation of Witness

DIANA RUMYANTSEVA

Clyde & Co LLP
1 Stoke Road
Guildford
Surrey
GU1 4HW

Tramee Solicitor

EXECUTED as a DEED by

CHICHESTER HARBOUR HOTEL LIMITED

acting by:

Director

DAVID ROBBINS

[SIGNATURE OF WITNESS]

Name of Witness
[IN BLOCK CAPITALS]

Address of Witness

Occupation of Witness

DIANA RUMYANTSEVA
Clyde & Co LLP
1 Stoke Road
Guildford
Surrey
GU1 4HW

Freddie Solicitor

EXECUTED as a DEED by

RMH (GUILDFORD) LIMITED

acting by:

Director

DAVID ROBBINS

[SIGNATURE OF WITNESS]

Name of Witness
[IN BLOCK CAPITALS]

Address of Witness

Occupation of Witness

DIANA RUMYANTSEVA
Clyde & Co LLP
1 Stoke Road
Guildford
Surrey
GU1 4HW

Freddie Solicitor

EXECUTED as a DEED by

RMH (GUILDFORD) LLP

acting by:

Member

)
)
)

RMH (Guildford) Limited

[SIGNATURE OF WITNESS]

Name of Witness
[IN BLOCK CAPITALS]

Address of Witness

Occupation of Witness

DIANA RUMYANTSEVA

Clyde & Co LLP
1 Stoke Road
Guildford
Surrey
GU1 4HW

Teamer Solicitor

EXECUTED as a DEED by

RESIDENCE (GUILDFORD) LIMITED

acting by:

Director

)
)
)

DAVID ROBBINS

[SIGNATURE OF WITNESS]

Name of Witness
[IN BLOCK CAPITALS]

Address of Witness

Occupation of Witness

DIANA RUMYANTSEVA

Clyde & Co LLP
1 Stoke Road
Guildford
Surrey
GU1 4HW

Teamer Solicitor

EXECUTED as a DEED by

RMH (GUILDFORD) RESIDENTIAL
DEVELOPMENTS LIMITED

acting by:

Director

)
)
)



DAVID ROBBINS

[SIGNATURE OF WITNESS]

Name of Witness
[IN BLOCK CAPITALS]

Address of Witness

Occupation of Witness

DIANA RUMYANTSEVA

Clyde & Co LLP
1 Stoke Road
Guildford
Surrey
GU1 4HW

James Solicitor

EXECUTED as a DEED by

RMH (GUILDFORD) MANAGEMENT
LIMITED

acting by:

Director

)
)
)



DAVID ROBBINS

[SIGNATURE OF WITNESS]

Name of Witness
[IN BLOCK CAPITALS]

Address of Witness

Occupation of Witness

DIANA RUMYANTSEVA

Clyde & Co LLP
1 Stoke Road
Guildford
Surrey
GU1 4HW

James Solicitor

SECURITY AGENT

SIGNED by HSBC BANK PLC)

acting by:)

Authorised Signatory . 