



Registration of a Charge

Company name: **METROPOLE HOTELS (HOLDINGS) LIMITED**

Company number: **00465603**



X8HO3800

Received for Electronic Filing: **06/11/2019**

Details of Charge

Date of creation: **01/11/2019**

Charge code: **0046 5603 0007**

Persons entitled: **AAREAL BANK AG (AS SECURITY TRUSTEE FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT))**

Brief description: **N/A**

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:

CLAIRE NEWMAN, SOLICITOR, DLA PIPER UK LLP, LONDON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 465603

Charge code: 0046 5603 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st November 2019 and created by METROPOLE HOTELS (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th November 2019 .

Given at Companies House, Cardiff on 7th November 2019

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



EXECUTION VERSION

DATED 1 November 2019

(1) THE COMPANIES NAMED IN THIS DEED AS CHARGORS

- and -

(2) AAREAL BANK AG
as Security Agent

SECURITY AGREEMENT



I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s159G OF THE COMPANIES ACT 2006,
THIS IS A TRUE, COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 5/11/2019

SIGNED *C. Neuman*

DLA PIPER UK LLP

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THIS SECURITY AGREEMENT is made on

1 NOVEMBER

2019

BETWEEN:

- (1) THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEED (the "Chargors"); and
- (2) AAREAL BANK AG (as security trustee for the Secured Parties (as defined in the Facilities Agreement, as defined below)) (in such capacity, the "Security Agent").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

- (a) terms defined in or construed for the purposes of, the Facilities Agreement have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and

- (b) at all times the following terms have the following meanings:

"Act" means the Law of Property Act 1925;

"Account Bank" means:

- (a) in respect of a Blocked Account, Aareal Bank AG; or
- (b) in respect of an Unblocked Account, Santander UK Plc,

or such other bank with which an Account is held pursuant to clauses 17.2(b) and 17.2(c) of the Facilities Agreement;

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*);

"Cash Collateral Accounts" means each Account (other than an Unblocked Account) including but not limited to the accounts (if any) specified as such in part of schedule 2 (*Details of Security Assets*) each as may be redesignated, substituted and replaced from time to time;

"Charged Accounts" means:

- (a) each Cash Collateral Account;
- (b) each Unblocked Account;
- (c) each Collection Account; and
- (d) each other account charged by or pursuant to this Deed,

each as may be redesignated, substituted and replaced from time to time;

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"Charged Securities" means:

- (a) the securities specified in part 2 of schedule 2 (*Details of Security Assets*); and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time;

"Collection Account" has the meaning given to that term in clause 10.4(a)(ii);

"Default Rate" means the rate of interest determined in accordance with clause 8.4 of the Facilities Agreement;

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver in accordance with the terms of this Deed;

"Facilities Agreement" means the term facilities agreement dated 26 September 2017 and originally made between (1) HPREF Mets Investment Ltd as Company, (2) the subsidiaries of the Company listed in part 1 of schedule 1 (and together with the Company), as the Original Guarantors, (3) Aareal Bank AG as Arranger, (4) the financial institution listed in part 2 of schedule 1 as Original Lenders, (5) Aareal Bank AG as Agent and (6) Aareal Bank AG as Security Agent as amended and restated by an amendment and restatement agreement dated on or about the date of this Deed, pursuant to which the Original Lenders agreed to make certain facilities available to the Company and others;

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Chargor, or in which a Chargor from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 5 of schedule 2 (*Details of Security Assets*));

"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor in, or relating to:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered and *registered* includes registrations and applications for registration; and
- (b) the benefit of all applications and rights to use such assets of each Chargor (which may now or in the future subsist);

"Party" means a party to this Deed;

"Permitted Security" means any Security permitted pursuant to clause 22.3(d) of the Facilities Agreement;

"Real Property" means all estates and interests in freehold, leasehold, heritable and other immovable property (wherever situated) together with:

- (a) all buildings, fixtures (including trade fixtures), fittings and fixed plant or machinery at any time on that property;
- (b) all easements, servitudes, rights and agreements in respect of that property;
- (c) all rents from and proceeds of sale of that property; and

the benefit of all covenants for title given in respect of that property;

"Receivables" means all present and future book debts and other debts, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever), other than Rental Income, together with:

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing;

"Receiver" means a receiver or receiver and manager or administrative receiver appointed by the Security Agent of the whole or any part of the Security Assets under this Deed in accordance with the terms of this Deed;

"Related Rights" means, in relation to any Charged Security:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition; and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Relevant Contract" means:

- (a) each Refurbishment Document;
- (b) each Lease Document;
- (c) any document appointing an Asset Manager;
- (d) each Subordinated Debt Document;
- (e) each Acquisition Document;
- (f) each Hedging Agreement;

- (g) each Management Agreement; and
- (h) each other agreement specified in part 4 of schedule 2,

together with each other agreement supplementing or amending or novating or replacing the same;

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

"Security Agreement Security" means the Security created or evidenced by or pursuant to this Deed;

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed;

"Security Period" means the period beginning on the date of this Deed and ending on the date on which:

- (a) all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents;

"Unblocked Account" means a General Account, an FF&E Account, an Owner Account, the Target London Capex Account, the Target Birmingham Capex Account, the Target Existing Deposit Account or the Target Existing Disposals Account; and

"Voting Event" means in relation to a particular Charged Investment, service of a notice by the Security Agent (either specifying that Charged Investment or generally in relation to all or a designated class of Charged Investments) on the Chargor on or following an Event of Default that is continuing specifying that control over voting rights are to pass to the Security Agent.

1.2 Interpretation

- (a) Unless a contrary indication appears, in this Deed the provisions of clause 1.2 (*Construction*) of the Facilities Agreement (other than clause 1.2(f)) will apply to this Deed as though they were set out in full in this Deed, except that references to *"this Agreement"* will be construed as references to this Deed.
- (b) Unless a contrary indication appears, any reference in this Deed to:
 - (i) a **"Chargor"**, the **"Security Agent"** or any other **"Secured Party"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
 - (ii) **"this Deed"**, the **"Facilities Agreement"**, any other **"Finance Document"** or any other agreement or instrument is a reference to this Deed, the Facilities Agreement that other Finance Document or that other agreement or

instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any Transaction Obligor or provides for further advances);

- (iii) **"Secured Liabilities"** includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any Transaction Obligor; and
- (iv) **"including"** or **"includes"** means including or includes without limitation.
- (c) Each undertaking of a Chargor (other than a payment obligation) contained in this Deed:
 - (i) must be complied with at all times during the Security Period; and
 - (ii) is given by such Chargor for the benefit of the Secured Parties.
- (d) The terms of the other Finance Documents, and of any side letters between any of the parties to them in relation to any Finance Document, are incorporated in this Deed to the extent required to ensure that any disposition of the Real Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (e) If the Security Agent or the Agent reasonably considers on the basis of independent legal advice that an amount paid by any Transaction Obligor to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of such Transaction Obligor then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.
- (g) The Parties intend this Deed to be delivered on the first date specified on page 1 of this Deed.

1.3 Joint and several

The liabilities and obligations of each Chargor under this Deed are joint and several. Each Chargor agrees to be bound by this Deed notwithstanding that any other Chargor which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.

1.4 Trust

All Security and dispositions made or created, and all obligations and undertakings contained, in this Deed to, in favour of or for the benefit of the Security Agent are made, created and entered into in favour of the Security Agent as trustee for the Secured Parties from time to time on the terms of the Facilities Agreement.

1.5 Third party rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

1.6 Delivery

The Parties intend this Deed to be delivered on the first date specified on page 1 of this Deed.

2. COVENANT TO PAY

- (a) Each Chargor, as principal obligor and not merely as surety, covenants in favour of the Security Agent that it will pay and discharge the Secured Liabilities from time to time when they fall due.
- (b) Every payment by a Chargor of a Secured Liability which is made to or for the benefit of a Secured Party to which that Secured Liability is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in clause 2(a).

3. GRANT OF SECURITY

3.1 Nature of security

All Security and dispositions created or made by or pursuant to this Deed are created or made:

- (a) in favour of the Security Agent;
- (b) over the rights, title and interest in and to the present and future assets of each Chargor;
- (c) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (d) as continuing security for payment of the Secured Liabilities.

3.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

4. FIXED SECURITY

4.1 Fixed charges

Each Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

- (a) by way of first legal mortgage:
 - (i) the Real Property specified in part 1 of schedule 2 (*Details of Security Assets*); and
 - (ii) all other Real Property, at the date of this Deed vested in, or charged to, such Chargor (not charged by clause 4.1(a)(i));

- (b) by way of first fixed charge:
 - (i) all other Real Property and all interests in Real Property (not charged by clause 4.1(a);
 - (ii) all licences to enter upon or use Real Property and the benefit of all other agreements relating to Real Property;
 - (iii) the proceeds of sale of all Real Property; and
 - (iv) the benefit of any rental deposit given or charged to the Chargor by any occupier of any Real Property;
- (c) by way of first fixed charge all plant and machinery (not charged by clause 4.1(a) or 4.1(b)) and the benefit of all contracts, licences and warranties relating to the same;
- (d) by way of first fixed charge:
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c)); and
 - (ii) the benefit of all contracts, licences and warranties relating to the same;
- (e) by way of first fixed charge:
 - (i) the Charged Securities referred to in part 2 of schedule 2 (*Details of Security Assets*); and
 - (ii) all other Charged Securities (not charged by clause 4.1(e)(i)),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;
- (f) by way of first fixed charge:
 - (i) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts;
 - (ii) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts;
 - (iii) all other accounts of such Chargor (other than an Unblocked Account) with any bank, financial institution or other person at any time (not charged by clause 4.1(f)(i)) or 4.1(f)(ii) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;
- (g) by way of first fixed charge the Intellectual Property;

- (h) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (*Security assignments*), by way of first fixed charge such Assigned Asset;
- (i) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed):
 - (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of such Chargor or the use of any of its assets; and
 - (ii) all building contracts, appointments of professionals, collateral warranties and all rights in respect of any of them;
 - (iii) any letter of credit issued in favour of such Chargor and all bills of exchange and other negotiable instruments held by it; and
- (j) by way of first fixed charge all of the goodwill and uncalled capital of such Chargor.

4.2 Security assignments

Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:

- (a) all Rental Income (to the extent not validly mortgaged or charged within any of clause 4.1(a) or 4.1(b));
- (b) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;
- (c) each of the following:
 - (i) all Insurances specified in part 5 of schedule 2 (*Details of Security Assets*); and
 - (ii) all other Insurances (not assigned by clause 4.2(c)(i)),
 and all claims under the Insurances and all proceeds of the Insurances;
- (d) any sale and purchase agreement entered into by a Chargor relating to the disposal of any Real Property together with all other assignments, transfers, instruments and documents to which such Chargor is a party in connection with the relevant disposal; and
- (e) all other Receivables (not otherwise assigned under this clause 4.2).

To the extent that any Assigned Asset described in clause 4.2(c) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Insurances.

4.3 Notices of assignment and/or charge

Immediately upon execution of this Deed (and within five Business Days upon the obtaining of any Insurance or the execution of any Relevant Contract or the opening of any Charged Account after the date of this Deed) each relevant Chargor shall:

- (a) in respect of each Charged Account deliver a duly completed notice of charge to the Account Bank and procure that the Account Bank executes and delivers to the Security Agent an acknowledgement of charge, in each case substantially in the form set out in schedule 3 (*Form of notice to and acknowledgement from Account Bank*);
- (b) in respect of each Occupational Lease to which it is a party, deliver a duly completed notice of assignment to each tenant and each other party to that Occupational Lease and shall use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement of assignment, in each case substantially in the form set out in schedule 4 (*Form of notice to and acknowledgement by tenant*);
- (c) in respect of each Hedging Agreement, deliver a duly completed notice of assignment to each other party to that Hedging Agreement, and use its reasonable endeavours to procure that each such person executes and delivers to the Security Agent an acknowledgement of assignment, in each case substantially in the form set out in schedule 5 (*Form of notice to and acknowledgement from Hedge Counterparty*);
- (d) in respect of each Relevant Contract (other than an Occupational Lease or a Hedging Agreement), deliver a duly completed notice of assignment or charge (as applicable) to each other party to that document, and use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement of assignment or charge (as applicable), in each case substantially in the form set out in schedule 6 (*Form of notice to and acknowledgement by party to Relevant Contract*); and
- (e) in respect of each of its Insurances, deliver a duly completed notice of assignment to each other party to that Insurance, and use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement of assignment, in each case substantially in the form set out in schedule 7 (*Form of notice to and acknowledgement by insurers*).

This Deed constitutes notice in writing to each Chargor of:

- (a) any charge or assignment of a debt owed by that Chargor to any other Chargor; and
- (b) any charge or assignment of any rights under a contract between that Chargor and any Transaction Obligor,

and contained in this Deed or any other Security Document, and each Chargor acknowledges the same.

4.4 Assigned Assets

The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed.

5. FLOATING CHARGE

Each Chargor charges and agrees to charge by way of first floating charge all of its present and future assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 4.1 (*Fixed charges*) or clause 4.2 (*Security assignments*).

6. CONVERSION OF FLOATING CHARGE

6.1 Conversion by notice

The Security Agent may, by written notice to a Chargor, convert the floating charge created under this Deed into a fixed charge as regards all or any of the assets of such Chargor specified in the notice if:

- (a) an Event of Default has occurred and is continuing; or
- (b) the Security Agent considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

6.2 Small companies

The floating charge created under this Deed by any Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor.

6.3 Automatic conversion

The floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (a) in relation to any Security Asset which is subject to a floating charge if:
 - (i) such Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent; or
 - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and
- (b) over all Security Assets of a Chargor which are subject to a floating charge if an administrator is appointed in respect of such Chargor or the Security Agent receives a notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

6.4 Partial conversion

The giving of a notice by the Security Agent pursuant to clause 6.1 (*Conversion by notice*) in relation to any class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Secured Parties.

7. CONTINUING SECURITY

7.1 Continuing security

The Security Agreement Security is continuing and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

7.2 Additional and separate security

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which any Secured Party may at any time hold for any Secured Liability.

7.3 Right to enforce

This Deed may be enforced against each or any Chargor without any Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

8. LIABILITY OF CHARGORS RELATING TO SECURITY ASSETS

Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

9. REPRESENTATIONS

9.1 General

Each Chargor makes the representations and warranties set out in this clause 9 to each Secured Party.

9.2 Ownership of Security Assets

Each Chargor is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 2 (*Details of Security Assets*), except in respect of any interest a Secured Party may have as a result of this Deed and except in respect of those Charged Securities (if any) which are stated to be held by a nominee for a Chargor, in which case such Chargor is the beneficial owner only of such Charged Securities.

9.3 Charged Securities

The Charged Securities listed in part 2 of schedule 2 (*Details of Security Assets*) are fully paid and constitute the entire issued share capital owned by each Chargor in the relevant company at the date of this Deed and constitute the entire share capital of each such company at the date of this Deed.

9.4 Real Property

Part 1 of schedule 2 (*Details of Security Assets*) identifies all freehold and leasehold Real Property which is beneficially owned by each Chargor at the date of this Deed.

9.5 Time when representations made

(a) All the representations and warranties in this clause 9 are made by each Chargor on the date of this Deed and (except for those in clause 9.3 (*Charged Securities*) and clause 9.4 (*Real Property*)) are also deemed to be made by each Chargor:

(i) on the date of each Utilisation Request and each Utilisation Date; and

- (ii) on the first day of each Interest Period.
- (b) Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

10. UNDERTAKINGS BY THE CHARGORS

10.1 Negative pledge and disposals

No Chargor shall do or agree to do any of the following without the prior written consent of the Security Agent (which consent shall be given as soon as reasonably practicable if consent has been given by the Agent):

- (a) create or permit to subsist any Security on any Security Asset except for a Permitted Security; or
- (b) 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 (except as expressly permitted by the Facilities Agreement).

10.2 Deposit of documents and notices

Each Chargor shall:

- (a) unless the Security Agent otherwise confirms in writing (and without prejudice to clause 10.5(a)), deposit with the Security Agent:
 - (i) all deeds and documents of title relating to the Security Assets; and
 - (ii) all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of a Chargor,(each of which the Security Agent may hold throughout the Security Period); and
- (b) within five Business Days of written request by the Security Agent, affix to any plant, machinery, fixtures, fittings, computers, vehicles, office equipment, other equipment and other such Security Asset for the time being owned by it (in a prominent position) a durable notice of this Deed (in any form required by the Security Agent).

10.3 Real Property

Each Chargor shall, in respect of any freehold or leasehold Real Property which is acquired by it after the date of this Deed, the title which is registered at the Land Registry or the title to which is required to be so registered:

- (a) give the Land Registry written notice of this Deed; and
- (b) procure that notice of this Deed is clearly noted in the Register to each such title.

10.4 Dealings with Receivables

- (a) Each Chargor shall in accordance with the terms of the Facilities Agreement (under which, if the consent of the Agent and the Security Agent is required, such consent of

the Security Agent shall be given as soon as reasonably practicable if consent has been given by the Agent):

- (i) collect all Receivables promptly in the ordinary course of trading as agent for the Security Agent;
- (ii) immediately upon receipt pay all monies which it receives in respect of the Receivables into such specially designated account(s) as the Security Agent may from time to time direct (each such account(s) together with all additions to or renewals or replacements thereof (in whatever currency) being a **"Collection Account"**); and
- (iii) pending such payment, hold all monies so received upon trust for the Security Agent;

provided that clause 10.4(a)(i) to 10.4(a)(iii) will not take effect:

- (A) in relation to the proceeds of any Insurances, if and for so long as the requirements of the Facilities Agreement, are complied with; and
 - (B) in relation to any other Receivable unless and until the Security Agent gives a written notice to that effect, which notice may not be given until an Event of Default has occurred and is continuing.
- (b) Each Chargor shall deal with the Receivables (both collected and uncollected) subject to the terms of the Facilities Agreement, and following the occurrence of an Event of Default which is continuing, in accordance with any directions given in writing from time to time by the Security Agent and, in default of and subject to such directions, in accordance with this Deed.
 - (c) No Chargor shall withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Collection Account without the prior written consent of the Security Agent and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.
 - (d) Each Chargor shall deliver to the Security Agent such information as to the amount and nature of its Receivables as the Security Agent may from time to time reasonably require, subject to the Finance Documents.

10.5 Charged Investments - protection of security

- (a) Each Chargor shall, immediately upon execution of this Deed or (if later) as soon as is practicable after its acquisition of any Charged Securities or (in the case of the Charged Securities relating to the Target to be delivered to the Security Agent in accordance with clause 24.12(i) (*Conditions Subsequent*) of the Facilities Agreement) in accordance with clause 24.12(i) (*Conditions subsequent*) of the Facilities Agreement, by way of security for the Secured Liabilities:
 - (i) deposit with the Security Agent (or as the Security Agent may direct) all certificates and other documents of title or evidence of ownership to the Charged Securities and their Related Rights; and

- (ii) execute and deliver to the Security Agent:
 - (A) instruments of transfer in respect of the Charged Securities (executed in blank and left undated); and/or
 - (B) such other documents as the Security Agent shall require to enable it (or its nominees) to be registered after any notice has been given or rights exercised under clause 25.21 (*Acceleration*) of the Facilities Agreement, as the owner of or otherwise to acquire a legal title to the Charged Securities and their Related Rights (or to pass legal title to any purchaser).
- (b) No Chargor shall nominate another person to enjoy or exercise all or any specified rights of the Chargor in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006.
- (c) Each Chargor shall comply with all requests for information within its knowledge relating to the Charged Investments which are made under section 793 of the Companies Act 2006 or under any similar provision contained in the articles of association or other constitutional documents of the relevant company relating to the Charged Investments and, if it fails to do so, the Security Agent may provide such information as it may have on behalf of such Chargor.
- (d) Each Chargor shall indemnify the Security Agent (or its nominee) against any loss or liability incurred by the Security Agent (or its nominee) as a consequence of the Security Agent (or its nominee) acting at the direction of such Chargor in respect of its Charged Investments.
- (e) Each Chargor shall pay when due all calls or other payments that may be or become due in respect of any of its Charged Investments. In the case of a default by a Chargor in such payment, the Security Agent may make such payment on behalf of such Chargor in which case any sums paid by the Security Agent shall be reimbursed (together with interest at the Default Rate for the period from and including the date incurred up to and excluding the date reimbursed) by such Chargor to the Security Agent on demand.

10.6 Rights of the Parties in respect of Charged Investments

- (a) Until an Event of Default occurs and is continuing, each Chargor shall be entitled to:
 - (i) receive and retain all dividends, distributions and other monies paid on or derived from its Charged Securities; and
 - (ii) exercise all voting and other rights and powers attaching to its Charged Securities, provided that it must not do so in a manner which:
 - (A) has the effect of changing the terms of such Charged Securities (or any class of them) or of any Related Rights unless permitted by the Finance Documents; or
 - (B) is prejudicial to the interests of any Secured Party.
- (b) At any time following the occurrence of an Event of Default that is continuing, the Security Agent may complete the instrument(s) of transfer for all or any Charged

Securities on behalf of any Chargor in favour of itself or such other person as it may select.

- (c) At any time when any Charged Security is registered in the name of the Security Agent or its nominee, the Security Agent shall be under no duty to:
 - (i) ensure that any dividends, distributions or other monies payable in respect of such Charged Security are duly and promptly paid or received by it or its nominee;
 - (ii) verify that the correct amounts are paid or received; or
 - (iii) take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for, any such Charged Security.
- (d) On and after the occurrence of a Voting Event, the Security Agent (or its nominee) may exercise or refrain from exercising any voting rights, powers and other rights in respect of the Charged Investments in each case in the name of a Chargor, the registered holder or otherwise and without any further consent or authority on the part of such Chargor and irrespective of any direction given by such Chargor.
- (e) Each Chargor irrevocably appoints the Security Agent (or its nominee) as its proxy to exercise all voting rights in respect of the Charged Investments with effect from the occurrence of a Voting Event to the extent that such Charged Investments remain registered in its name.

10.7 Access

Each Chargor shall permit, and where permission of a third party is also required pursuant to any Occupational Lease, shall use reasonable endeavours to procure permission for, the Security Agent and any person nominated by it at all reasonable times with reasonable notice to enter any part of the Real Property and view the state of it. Such Chargor may postpone access by the Security Agent and any person nominated by it for a reasonable period of time to certain parts of the Real Property (but not all of it) if no Event of Default is continuing and the Chargor reasonably considers that permitting entry to such part(s) at that time would excessively disturb customers of the business conducted at the Real Property.

11. POWER TO REMEDY

11.1 Power to remedy

If at any time a Chargor does not comply with any of its obligations under the Finance Documents within the period required under the relevant Finance Document(s), the Security Agent (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The relevant Chargor irrevocably authorises the Security Agent and its employees and agents by way of security to do all such things (including entering the property of such Chargor) which are necessary or desirable to rectify that default. The Security Agent shall within ten Business Days of rectifying (or taking action to rectify) the default, notify such Chargor of the action taken.

11.2 Mortgagee in possession

The exercise of the powers of the Security Agent shall not render it, or any other Secured Party, liable as a mortgagee in possession.

12. WHEN SECURITY BECOMES ENFORCEABLE

12.1 When enforceable

This Security Agreement Security shall become immediately enforceable upon the occurrence of an Event of Default and shall remain so for so long as such Event of Default is continuing.

12.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default and for so long as such Event of Default is continuing.

12.3 Enforcement

After this Security Agreement Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of the Security Agreement Security in such manner as it sees fit (but at all times in accordance with the provisions of this Deed).

13. ENFORCEMENT OF SECURITY

13.1 General

For the purposes of all rights and powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Security Agreement Security.

13.2 Powers of leasing

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 section 99 or 100 of the Act.

13.3 Powers of Security Agent

- (a) At any time when the Security Agreement Security is enforceable (or if so requested by any Chargor by written notice at any time), the Security Agent may without further notice (unless required by law):
 - (i) appoint any qualified person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
 - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of a Chargor; and/or
 - (iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
 - (iv) exercise (in the name of any Chargor and without any further consent or authority of such Chargor) any voting rights and any powers or rights which

may be exercised by any person(s) in whose name any Charged Investment is registered or who is the holder of any of them.

- (b) The Security Agent is not entitled to appoint a Receiver in respect of any Security Assets of any Chargor which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor.

13.4 Redemption of prior mortgages

At any time when the Security Agreement Security is enforceable, the Security Agent may:

- (a) redeem any prior Security against any Security Asset; and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on each Chargor.

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the relevant Chargor to the Security Agent on demand.

13.5 Privileges

- (a) Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.
- (b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargors 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) (SI 2003 No 3226) each Receiver and the Security Agent shall 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.
- (c) For the purpose of clause 13.5(b), the value of the financial collateral appropriated shall be such amount as the Receiver or Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

13.6 No liability

- (a) No Secured Party nor any Receiver shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his fraud, gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of clause 13.6(a), no Secured Party nor any Receiver shall 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.

13.7 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or any Receiver or Delegate will be concerned to enquire:

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

14. RECEIVER

14.1 Removal and replacement

The Security Agent may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

14.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

14.3 Remuneration

Subject to section 36 of the Insolvency Act 1986, any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Security Agent (or, failing such agreement, to be fixed by the Security Agent).

14.4 Payment by Receiver

Only monies actually paid by a Receiver to the Security Agent in relation to the Secured Liabilities shall be capable of being applied by the Security Agent or the Agent in discharge of the Secured Liabilities.

14.5 Agent of Chargor

Any Receiver shall be the agent of the Chargor in respect of which it is appointed. Such Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. No Secured Party shall incur any liability (either to such Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

15. POWERS OF RECEIVER

15.1 General powers

Any Receiver shall have:

- (a) all the powers which are conferred on the Security Agent by clause 13.3 (*Powers of Security Agent*);
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
- (d) all powers which are conferred by any other law conferring power on receivers.

15.2 Additional powers

In addition to the powers referred to in clause 15.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets and the business of any Chargor as he thinks fit;
- (c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation;
 - (i) fixtures may be severed and sold separately from the Real Property containing them, without the consent of any Chargor;
 - (ii) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and
 - (iii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which any Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land);

- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the relevant Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, such Chargor;
- (g) to take any such proceedings (in the name of the relevant Chargor or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (i) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Security Agent shall direct);
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);
- (k) to form one or more Subsidiaries of any Chargor and to transfer to any such Subsidiary all or any part of the Security Assets;
- (l) to operate any rent review clause in respect of any Real Property in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease; and
- (m) to:
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset;
 - (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
 - (iii) use the name of any Chargor for any of the above purposes.

16. APPLICATION OF PROCEEDS

16.1 Application

All monies 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 the Security Agreement Security will be held by the Security Agent and applied in accordance with the Facilities Agreement. This clause 16.1:

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

16.2 Contingencies

If the Security Agreement Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Security Agent or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Security Agent may determine).

16.3 Appropriation and suspense account

All monies received, recovered or realised by the Security Agent under or in connection with this Deed may at the discretion of the Security Agent be credited to a separate interest-bearing suspense account for so long as the Security Agent determines (with interest accruing thereon at such rate (if any) as the Security Agent may determine) without the Security Agent having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Liabilities if such amount is insufficient to pay the Secured Liabilities in full or any Secured Party wishes to do so until it is satisfied that the full extent of all creditors of the Chargors and the amounts due to them have been ascertained.

17. SET-OFF

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 Chargor has with any Secured Party at a time within the Security Period when:

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

such time deposit shall automatically be renewed for such further maturity as the Secured Party in its absolute discretion considers appropriate unless the Secured Party otherwise agrees in writing.

18. DELEGATION

Each of the Security Agent and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Security Agent nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

19. FURTHER ASSURANCES

Each Chargor shall at its own expense, promptly do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for:

- (a) creating, perfecting or protecting the Security intended to be created by this Deed or any other Security Document;
- (b) facilitating the realisation of any Security Asset;

- (c) facilitating the exercise of any rights, powers and remedies exercisable by any Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law; or
- (d) creating and perfecting Security in favour of the Secured Parties over any property and assets of that Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to this Deed or any other Security Document.

This includes:

- (i) the re-execution of this Deed or such Security Document;
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee; and
- (iii) 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 think expedient.

20. POWER OF ATTORNEY

- (a) Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any Delegate to be its attorney with full power of substitution, on its behalf and in its name or otherwise, at such time and in such manner as the attorney think fit, to take any action whilst an Event of Default is continuing, which such Chargor is obliged to take under this Deed, including under clause 19 (*Further assurances*) or if no Event of Default is continuing, which such Chargor has failed to take within any applicable grace or cure period. Such Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.
- (b) To the extent the provisions of clause 20(a) constitute a delegation of the execution or exercise of all or any of the powers and discretions vested in a Chargor as a trustee, then such delegation shall commence on the giving of notice in writing to such Chargor by the Security Agent, Receiver or Delegate and shall continue for a period of 12 months thereafter. Such Chargor shall, within seven days of receipt of the notice served pursuant to clause 20(b), provide a written notice of such delegation in accordance with s.25(4) of the Trustee Act 1925.

21. CURRENCY CONVERSION

All monies received or held by the Security Agent or any Receiver under this Deed may be converted from their existing currency into the currency of account pursuant to the Facilities Agreement at the Agent's spot rate of exchange. Neither the Security Agent nor any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

22. CHANGES TO THE PARTIES

22.1 Chargors

No Chargor may assign any of its rights or obligations under this Deed.

22.2 Security Agent

The Security Agent may assign or transfer all or any part of its rights under this Deed in accordance with the Facilities Agreement. Each Chargor shall, upon written request from the Security Agent, promptly enter into such documents as may be necessary to effect such assignment or transfer.

23. MISCELLANEOUS

23.1 New accounts

- (a) If a Secured Party receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than a Permitted Security) affecting any Security Asset and/or the proceeds of sale of any Security Asset or any guarantee under the Finance Documents ceases to continue in force other than with the consent of the relevant Secured Parties, it may open a new account or accounts for any Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.
- (b) As from that time all payments made to the Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Liabilities.

23.2 Tacking

- (a) Each Finance Party shall perform its obligations under the Facilities Agreement (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

23.3 Land Registry

- (a) Each Chargor shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Security Agent) for a restriction in the following terms to be entered on the Register of Title relating to any property registered at the Land Registry (or any unregistered land subject to first registration) and against which this Deed may be noted:

"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 [♦] 2019 in favour of [♦] referred to in the charges register or their conveyancer."

- (b) Each Chargor:
 - (i) authorises the Security Agent to make any application which the Security Agent deems appropriate for the designation of this Deed, the Facilities

Agreement or any other Finance Document as an exempt information document under rule 136 of the Land Registration Rules 2003;

- (ii) shall use its reasonable endeavours to assist with any such application made by or on behalf of the Security Agent; and
 - (iii) shall notify the Security Agent in writing promptly upon receipt of notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed, the Facilities Agreement or any other Finance Document following its designation as an exempt information document.
- (c) No Chargor shall make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.

23.4 Protective clauses

- (a) Each Chargor is deemed to be a principal debtor in relation to this Deed. The obligations of each Chargor under, and the security intended to be created by, this Deed shall not be impaired by any forbearance, neglect, indulgence, extension or time, release, surrender or loss of securities, dealing, amendment or arrangement by any Secured Party which would otherwise have reduced, released or prejudiced this Security Agreement Security or any surety liability of a Chargor (whether or not known to it or to any Secured Party).
- (b) Clause 18 of the Facilities Agreement (*Guarantee and Indemnity*) applies in relation to this Deed as if references to the obligations referred to in such clause respectively were references to the obligations of each Chargor under this Deed.
- (c) Each Chargor irrevocably and unconditionally waives and abandons any and all rights or entitlement which it has or may have under the existing or future laws of the Island of Jersey whether by virtue of the customary law rights of:
 - (i) *droit de discussion* or otherwise, to require that recourse be had to the assets of any other person before any claim is enforced against it in respect of its obligations under the Finance Documents, and irrevocably and unconditionally undertakes that if at any time proceedings are brought against it in respect of its obligations hereunder and any other person is not also joined in any such proceedings, it will not require that any other person be joined in or otherwise made a party to such proceedings, whether the formalities required by any law of the Island of Jersey whether existing or future in regard to the rights or obligations of sureties shall or shall not have been complied with or observed; and
 - (ii) *droit de division* or otherwise, to require that any liability under the Finance Documents be divided or apportioned with any other person or reduced in any manner.

24. NOTICES

24.1 Facilities Agreement

Subject to clause 24.2 (*Notices through Company*):

- (a) clause 35 of the Facilities Agreement (*Notices*) (other than clauses 35.3(c) and 35.6 (*Electronic communication*)) is incorporated into this Deed as if fully set out in this Deed; and
- (b) the address and fax numbers of each Party for all communications or documents given under or in connection with this Deed are those identified with its name in the execution pages to this Deed or subsequently notified from time to time by the relevant Party for the purposes of the Facilities Agreement or this Deed.

24.2 Notices through Company

- (a) All communications and documents from the Chargors shall be sent through the Company and all communications and documents to the Chargors may be sent through the Company.
- (b) Any communication or document made or delivered to the Company in accordance with this clause 24 will be deemed to have been made or delivered to each of the Chargors.

25. CALCULATIONS AND CERTIFICATES

Any certificate of or determination by a Secured Party specifying the amount of any Secured Liability due from the Chargors (including details of any relevant calculation thereof) is, in the absence of manifest or proven error, conclusive evidence against the Chargors of the matters to which it relates.

26. PARTIAL INVALIDITY

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

27. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

28. AMENDMENTS AND WAIVERS

Any provision of this Deed may be amended or waived only in accordance with the provisions of clause 39 (*Amendments and waivers*) of the Facilities Agreement.

29. COUNTERPARTS

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

30. RELEASE

30.1 Release

Upon the expiry of the Security Period (but not otherwise) the Security Agent shall, at the request and cost of the Chargors (where an Event of Default is not continuing, such cost to be reasonable), promptly take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Security and the Chargors from all liabilities, obligations, claims and demands in respect of the Security Assets under this Deed.

30.2 Reinstatement

Where any discharge (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargors under this Deed shall continue as if the discharge or arrangement had not occurred. The Security Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

31. GOVERNING LAW

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

IN WITNESS of which this Deed has been duly executed by each Chargor as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Deed by each Chargor.

SCHEDULE 1: THE CHARGORS

Company name	Registered number	Jurisdiction of Incorporation	Registered office
Metropole Hotels (Holdings) Limited	00465603	England & Wales	Hilton London Metropole, 225 Edgware Road, London, United Kingdom, W2 1JU
HPREF Mets Investment Ltd	124330	Jersey	11-15 Seaton Place, St Helier, Jersey JE4 0QH
HPREF Mets London Ltd	10951979	England & Wales	Hilton London Metropole, 225 Edgware Road, London, United Kingdom W2 1JU
HPREF Mets Birmingham Ltd	10951264	England & Wales	Hilton Birmingham Metropole, National Exhibition Centre, Birmingham, United Kingdom B40 1PP
HPREF Mets London Investment Limited	12097116	England & Wales	Hilton London Metropole, 225 Edgware Road, London, United Kingdom, W2 1JU
HPREF Mets Birmingham Investment Limited	12096993	England & Wales	Hilton Birmingham Metropole, National Exhibition Centre, Birmingham, United Kingdom, B40 1PP

SCHEDULE 2: DETAILS OF SECURITY ASSETS

Part 1: Real Property

Chargor	Address	Administrative area	Property description and tenure	Title number
HPREF Mets London Ltd	Hilton London Metropole Hotel, 225 Edgware Road, London W2 1JU	City of Westminster	Freehold property at Hilton London Metropole, Harbet Road, London W2 1JU	NGL201807
HPREF Mets London Ltd	Hilton London Metropole Hotel, 225 Edgware Road, London W2 1JU	City of Westminster	Freehold property at 47 Harrow Road, London W2 1JH	LN35978
HPREF Mets London Ltd	Hilton London Metropole Hotel, 225 Edgware Road, London W2 1JU	City of Westminster	Freehold property at part of 25 to 33 Harrow Road	363256
HPREF Mets London Ltd	Hilton London Metropole Hotel, 225 Edgware Road, London W2 1JU	City of Westminster	Freehold land lying on the south west side of Edgware Road and on the north east side of Harbet Road	NGL531641
HPREF Mets London Ltd	Hilton London Metropole Hotel, 225 Edgware Road, London W2 1JU	City of Westminster	Freehold property at Regal Cinema, 41 Harrow Road, London	LN22085
HPREF Mets London Ltd	Hilton London Metropole Hotel, 225 Edgware Road, London W2 1JU	City of Westminster	Leasehold property at part of Building D, Merchant Square, London	NGL201806

Chargor	Address	Administrative area	Property description and tenure	Title number
HPREF Mets London Ltd	Hilton London Metropole Hotel, 225 Edgware Road, London W2 1JU	City of Westminster	Leasehold land at Harbet Road, London	NGL157000
HPREF Mets London Ltd	Staff Houses	City of Westminster	Freehold property at 6 Macroom Road, Paddington W9 3HY	NGL625127
HPREF Mets London Ltd	Staff Houses	Brent	Freehold property at 40 Anson Road, London NW2 3UU	MX458353
HPREF Mets Birmingham Ltd	Hilton Birmingham Metropole Hotel, National Exhibition Centre, Birmingham B40 1PP	Solihull	Leasehold land at Hilton Birmingham Metropole, National Exhibition Centre, Birmingham B40 1PP	WM144434
HPREF Mets Birmingham Ltd	Hilton Birmingham Metropole Hotel, National Exhibition Centre, Birmingham B40 1PP	Solihull	Leasehold land adjoining the Metropole Hotel, Pendigo Way, National Exhibition Centre, Birmingham	WM496170
HPREF Mets Birmingham Ltd	Hilton Birmingham Metropole Hotel, National Exhibition Centre, Birmingham B40 1PP	Solihull	Leasehold land on the west side of Pendigo Way, Bickenhill	WM422365
HPREF Mets Birmingham Ltd	Hilton Birmingham Metropole Hotel, National Exhibition Centre, Birmingham B40 1PP	Solihull	Leasehold land lying to the west of Pendigo Way, Bickenhill	WM496382

Chargor	Address	Administrative area	Property description and tenure	Title number
HPREF Mets Birmingham Ltd	Hilton Birmingham Metropole Hotel, National Exhibition Centre, Birmingham B40 1PP	Solihull	Leasehold land lying to the west of Pendigo Way, Bickenhill B40 1PT	WM644010

Part 2: Charged Securities

Chargor	Name of company in which shares are held	Class of shares held	Number and denomination of shares held	Issued share capital
HPREF Mets Investment Ltd	Metropole Hotels (Holdings) Limited	Ordinary	3 shares of USD 1.00 each	3 ordinary shares
	Metropole Hotels (Holdings) Limited	Deferred	30,000,000 shares of £0.001 each	30,000,000 deferred shares
	Metropole Hotels (Holdings) Limited	Ordinary	223,330,109 of £0.001 each	223,330,109 ordinary shares
	HPREF Mets London Investment Limited	Ordinary	101 shares of £1.00 each	101 ordinary shares of £1.00 each
	HPREF Mets Birmingham Investment Limited	Ordinary	101 shares of £1.00 each	101 ordinary shares of £1.00 each
HPREF Mets London Investment Limited	HPREF Mets London Ltd	Ordinary	1 share of £1 each	1 ordinary share
HPREF Mets Birmingham Investment Limited	HPREF Mets Birmingham Ltd	Ordinary	1 share of £1 each	1 ordinary share

Part 3: Charged Accounts

Account holder	Type	Account number	Account Bank Branch address and sort code
FF&E Accounts			
Metropole Hotels (Holdings) Limited	Target London FF&E Account	██████810	Santander UK plc Sort ██████
Metropole Hotels (Holdings) Limited	Target Birmingham FF&E Account	██████849	Santander UK plc Sort ██████
HPREF Mets London Ltd	SPV London FF&E Account	██████010	Santander UK plc Sort ██████
HPREF Mets Birmingham Ltd	SPV Birmingham FF&E Account	██████557	Santander UK plc Sort ██████
General Accounts			
Metropole Hotels (Holdings) Limited	Target London General Account	██████797 ██████807	Santander UK plc Sort ██████
Metropole Hotels (Holdings) Limited	Target Birmingham General Account	██████823 ██████836	Santander UK plc Sort ██████
HPREF Mets London Ltd	SPV London General Account	██████972 ██████985	Santander UK plc Sort ██████
HPREF Mets Birmingham Ltd	SPV Birmingham General Account	██████515 ██████528	Santander UK plc Sort ██████
Owner Accounts			
Metropole Hotels (Holdings) Limited	Target Owner Account	██████852	Santander UK plc Sort ██████

Account holder	Type	Account number	Account Bank Branch address and sort code
HPREF Mets London Ltd	SPV London Owner Account	██████ 998	Santander UK plc Sort ██████
HPREF Mets Birmingham Ltd	SPV Birmingham Owner Account	██████ 531	Santander UK plc Sort ██████

Part 4: Other Relevant Contracts

None as at the date of this Deed.

Part 5: Insurances

Chargor	Insurer	Policy number
HPREF Mets Investment Ltd	Hunter George & Partners Limited	HG17WI2216 Buyer-Side Warranty & Indemnity Insurance Policy
HPREF Mets Investment Ltd	Fidelis Underwriting Limited	00-29171217I0 Share and Title Policy
Metropole Hotels (Holdings) Limited HPREF Mets London Ltd HPREF Mets Birmingham Ltd	Fidelis Underwriting Limited	00-30839217I0 Title Policy

Chargor	Insurer	Policy number
HPREF Mets Investment Ltd Metropole Hotels (Holdings) Limited HPREF Mets London Ltd HPREF Mets Birmingham Ltd HPREF Mets London Investments Ltd HPREF Mets Birmingham Investments Ltd	Chubb European Group SE	UKPKID18616 Property Damage and Business Interruption
HPREF Mets Investment Ltd Metropole Hotels (Holdings) Limited HPREF Mets London Ltd HPREF Mets Birmingham Ltd HPREF Mets London Investments Limited HPREF Mets Birmingham Investments Limited	Chubb European Group SE	UKPKID18616 Employers' Liability
HPREF Mets Investment Ltd Metropole Hotels (Holdings) Limited HPREF Mets London Ltd HPREF Mets Birmingham Ltd HPREF Mets London Investments Limited HPREF Mets Birmingham Investments Limited	Chubb European Group SE	UKPKID18616 Public and Products Liability

SCHEDULE 3: FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM ACCOUNT BANK

To: *[insert name and address of Account Bank]*

Dated: [◆]] 20[◆]

Dear Sirs

Re: Account holder[s]: [◆] [(the "Chargor[s]")]

1. We give notice that, by a security agreement dated [◆] 20[◆] (the "**Security Agreement**"), we have charged to [◆] (the "**Security Agent**") as Security Agent for certain banks and others (as referred to in the Security Agreement) all our present and future right, title and interest in and to:
 - (a) the Cash Collateral Accounts (as defined in the schedule to this letter), all monies standing to the credit of the Cash Collateral Accounts and all additions to or renewals or replacements thereof (in whatever currency);
 - (b) the Unblocked Accounts (as defined in the schedule to this letter), all monies standing to the credit of the Unblocked Accounts and all additions to or renewals or replacements thereof (in whatever currency);
 - (c) [the Collection Accounts (as defined in the schedule to this letter), all monies from time to time standing to the credit of the Collection Accounts and all additions to or renewals or replacements thereof (in whatever currency);] and
 - (d) all other accounts from time to time maintained with you by [each][the] Chargor and all monies at any time standing to the credit of such accounts,(together the "**Charged Accounts**") and to all interest from time to time accrued or accruing on the Charged Accounts, any investment made out of any such monies or account and all rights to repayment of any of the foregoing by you.
2. We advise you that, under the terms of the Security Agreement, we are not entitled to withdraw any monies from:
 - (a) the Cash Collateral Accounts without first having obtained the prior written consent of the Security Agent;
 - (b) [the Collection Accounts without first having obtained the prior written consent of the Security Agent;] or
 - (c) any other Charged Account (other than an Unblocked Account) without first having obtained the prior written consent of the Security Agent.
3. We advise you that, under the terms of the Security Agreement:
 - (a) we are entitled to withdraw any monies from the Unblocked Accounts; and
 - (b) subject to the provisions of the facilities agreement made between, among others, the Security Agent and us, you may debit from any Unblocked Account amounts due to you from the Chargor[s],

until you receive notice from the Security Agent that you may no longer do so. The Security Agent may by notice to you at any time amend or withdraw the rights under this paragraph.

4. We irrevocably authorise and instruct you from time to time:
 - (a) unless the Security Agent so authorises you in writing, not to permit withdrawals from:
 - (i) the Cash Collateral Accounts;
 - (ii) where you receive written notice from the Security Agent to that effect, the Unblocked Accounts; or
 - (iii) [the Collection Accounts],or any other Charged Account except to the extent that any withdrawal is expressly permitted by this notice and such permission has not been withdrawn;
 - (b) to hold all monies from time to time standing to the credit of the Charged Accounts (other than the Unblocked Accounts until you receive written notice from the Security Agent to that effect) to the order of the Security Agent;
 - (c) to pay all or any part of the monies standing to the credit of the Charged Accounts to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect;
 - (d) to comply with any other written instruction received from the Security Agent relating to the Charged Accounts; and
 - (e) to disclose to the Security Agent such information relating to the Chargor[s] and the Charged Accounts as the Security Agent may from time to time request you to provide.
5. We agree that you are not bound to enquire whether the right of the Security Agent to withdraw any monies from any Charged Account has arisen or be concerned with (a) the propriety or regularity of the exercise of that right or (b) notice to the contrary or (c) to be responsible for the application of any monies received by the Security Agent.
6. This notice may only be revoked or amended with the prior written consent of the Security Agent.
7. Please confirm by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to [each][the] Chargor) that you agree to the above and that:
 - (a) you accept the authorisations and instructions contained in this notice and you undertake to comply with this notice;
 - (b) you have not, at the date this notice is returned to the Security Agent, received notice of any assignment or charge of or claim to the monies standing to the credit of any Charged Account or the grant of any security or other interest over those monies or any Charged Account in favour of any third party and you will notify the Security Agent promptly if you should do so in the future; and

(c) you do not at the date of this notice and will not [except as expressly permitted by this notice,] in the future exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts.

8. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of
[NAME OF CHARGOR]

Name: _____
Title: _____

for and on behalf of
[NAME OF CHARGOR]

Name: _____
Title: _____

SCHEDULE

Cash Collateral Accounts (each a "Cash Collateral Account")		
Account holder	Cash Collateral Account number and designation	Account Bank branch address and sort code
[♦]	[♦] Deposit Account	[♦]
[♦]	[♦] Disposals Account	[♦]
[♦]	[♦] Cure Account	[♦]
Unblocked Accounts (each an "Unblocked Account")		
Account holder	Account number and designation	Account Bank branch address and sort code
[♦]	[♦]	[♦]
[♦]	[♦]	[♦]
[♦]	[♦]	[♦]
[♦]	[♦]	[♦]
[The Collection Accounts (each a "Collection Account")		
Account holder	Collection Account number	Account Bank branch address and sort code
[♦]	[♦]	[♦]
[♦]	[♦]	[♦]
[♦]	[♦]	[♦]
[♦]	[♦]	[♦]]

[On copy]

To: [◆]
 as Security Agent
 [ADDRESS]

Copy to: [NAME OF EACH CHARGOR]

We acknowledge receipt of the above notice. We confirm and agree:

- (a) that the matters referred to in it do not conflict with the terms which apply to any Charged Account; and
- (b) the matters set out in paragraph [7] of the above notice.

for and on behalf of
[NAME OF ACCOUNT BANK]

Dated: [◆] 20[◆]

SCHEDULE 4: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY TENANT

To: [Insert name and address of relevant party]

Dated: [◆]] 20[◆]

Dear Sirs

RE: [DESCRIBE LEASE] DATED [◆]] 20[◆] BETWEEN (1) YOU AND (2) [◆]] (THE "CHARGOR") (THE "LEASE")

1. We give notice that, by a security agreement dated [◆]] 20[◆] (the "Security Agreement"), we have assigned (by way of security) in favour of [◆]] (the "Security Agent") as Security Agent for certain banks and others (as specified in the Security Agreement) over all our present and future right, title and interest in and to the Lease including all rights and remedies in connection with the Lease and all monies from time to time due to us arising under the Lease.
2. All monies payable by you to the Chargor pursuant to, under or in connection with the Lease shall be paid into the account entitled General Account with [name of account holding bank] (Account number [◆]], Sort Code [◆]]) unless and until you receive written notice from the Security Agent to the contrary, in which event you should make all future payments as then directed by the Security Agent. This authority and instruction is irrevocable without the prior written consent of the Security Agent.
3. We irrevocably authorise and instruct you from time to time:
 - (a) to disclose to the Security Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure), such information relating to the Lease as the Security Agent may from time to time request;
 - (b) to pay or release all or any part of the sums from time to time due and payable by you to us under the Lease only in accordance with this notice or the written instructions given to you by the Security Agent from time to time;
 - (c) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Security Agreement or the Lease which you receive at any time from the Security Agent without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction; and
 - (d) to send copies of all notices and other information given or received under the Lease to the Security Agent.
4. We will remain liable to you to perform the obligations of the landlord under the Lease. Neither the Security Agent nor any receiver, delegate or sub-delegate appointed by it shall at any time be under any obligation or liability to you under or in respect of the Lease.
5. This notice may only be revoked or amended with the prior written consent of the Security Agent.
6. Please confirm by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us) that you agree to the above and that:

- (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
- (b) you have not, at the date this notice is returned to the Security Agent, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Lease and you will notify the Security Agent promptly if you should do so in future; and
- (c) you have made all necessary arrangements for all future payments under the Lease to be made to the account specified in paragraph 2 of this notice.

7. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of
[NAME OF CHARGOR]

[On copy]

To: [◆]
as Security Agent
[ADDRESS]

Copy to: [NAME OF CHARGOR]

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph [6] of the above notice.

for and on behalf of
[◆]

Dated: [◆] 20[◆]

**SCHEDULE 5: FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM HEDGE
COUNTERPARTY**

To: [Insert name and address of Hedge Counterparty]

Dated: [◆] 20[◆]

Dear Sirs

**[DESCRIBE HEDGING AGREEMENT(S)] DATED [◆] 20[◆] BETWEEN
(1) YOU AND (2) [◆] (THE "CHARGOR") (THE "AGREEMENT[S]")**

1. We give notice that, by a security agreement dated [◆] 20[◆] (the "**Security Agreement**"), we have assigned (by way of security) to [◆] ("**Security Agent**") as security trustee for certain banks and others (as specified in the Security Agreement) all our present and future right, title and interest in and to [insert details of Hedging Agreement(s)] (together with any other agreement supplementing or amending the same, the "**Agreement**") including all rights and remedies in connection with the Agreement and all proceeds and claims arising from the Agreement.
2. We irrevocably authorise and instruct you from time to time:
 - (a) to disclose to the Security Agent without any reference to or further authority from us (and without any enquiry by you as to the justification for such disclosure), such information relating to the Agreement as the Security Agent may at any time and from time to time request;
 - (b) to hold all sums from time to time due and payable by you to us under the Agreement to our order until such time as you until receive written notice from the Security Agent whereupon you shall hold all sums from time to time due and payable by you to us under the Agreement to the order of the Security Agent;
 - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Agreement to the account in our name designated the "**General Account**", account number [specify number];
 - (d) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Security Agreement, the sums payable to us from time to time under the Agreement or the debts represented thereby which you receive at any time from the Security Agent without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction; and
 - (e) to send copies of all notices and other information under the Agreement to the Security Agent.
3. This notice may only be revoked or amended with the prior written consent of the Security Agent.
4. Please confirm by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us) that:
 - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;

- (b) you have not, at the date this notice is returned to the Security Agent, received notice of the assignment or charge or the grant of any security or other interest of any third party in or to the Agreement or any proceeds thereof and you will notify the Security Agent promptly if you should do so in future; and
 - (c) you will comply with paragraph 2(b).
5. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of
[NAME OF CHARGOR]

[*On copy*]

To: [◆]
as Security Agent
[ADDRESS]

Copy to: [NAME OF CHARGOR]

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm the matters set out in paragraph [4] in the above notice.

for and on behalf of
[*name of relevant party*]

Dated: [◆] 20[◆]

**SCHEDULE 6: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY PARTY TO
RELEVANT CONTRACT**

To: [Insert name and address of relevant party]

Dated: [◆]] 20[◆]

Dear Sirs

Re: [describe Relevant Contract] dated [◆]] 20[◆] between (1) you and (2) [◆] (the "Chargor")

1. We give notice that, by a security agreement dated [◆]] 20[◆] (the "**Security Agreement**"), we have [assigned (by way of security)][charged] to [◆] (the "**Security Agent**") as Security Agent for certain banks and others (as referred to in the Security Agreement) all our present and future right, title and interest in and to [insert details of Relevant Contract] together with any other agreement supplementing or amending the same (together, the "**Agreement**") including all rights and remedies in connection with the Agreement and all proceeds and claims arising from the Agreement.
2. We irrevocably authorise and instruct you from time to time:
 - (a) to disclose to the Security Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure), such information relating to the Agreement as the Security Agent may from time to time request;
 - (b) to hold all sums from time to time due and payable by you to us under the Agreement to our order until such time as you until receive written notice from the Security Agent whereupon you shall hold all sums from time to time due and payable by you to us under the Agreement to the order of the Security Agent;
 - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Agreement only in accordance with the written instructions given to you by the Security Agent from time to time;
 - (d) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Security Agreement or the Agreement or the debts represented thereby which you receive at any time from the Security Agent without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction; and
 - (e) to send copies of all notices and other information given or received under the Agreement to the Security Agent.
3. This notice may only be revoked or amended with the prior written consent of the Security Agent.
4. Please confirm by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us) that you agree to the above and that:
 - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;

- (b) you have not, at the date this notice is returned to the Security Agent, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Agreement or any proceeds of it and you will notify the Security Agent promptly if you should do so in future; and
- (c) you will comply with paragraph 2(b).
5. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of
[NAME OF CHARGOR]

[*On copy*]

To: [◆]
as Security Agent
[ADDRESS]

Copy to: [NAME OF CHARGOR]

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph [4] of the above notice.

for and on behalf of
[◆]

Dated: [◆] 20[◆]

SCHEDULE 7: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY INSURERS

To: [Insert name and address of insurer]

Dated: [◆] 20[◆]

Dear Sirs

[DESCRIBE INSURANCE POLICIES] DATED [◆] 20[◆] BETWEEN (1) YOU AND (2) [◆] (THE "CHARGOR")

1. We give notice that, by a security agreement dated [◆] 20[◆] (the "Security Agreement"), we have assigned (by way of security) to [◆] (the "Security Agent") as Security Agent for certain banks and others (as referred to in the Security Agreement) all our present and future right, title and interest in and to the policies described above (together with any other agreement supplementing or amending the same, the "Policies") including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies.
2. We irrevocably authorise and instruct you from time to time:
 - (a) to disclose to the Security Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the Policies as the Security Agent may from time to time request;
 - (b) to hold all sums from time to time due and payable by you to us under the Policies to the order of the Security Agent other than moneys: (i) which are required to satisfy established liabilities to third parties which must be used to satisfy those liabilities, (ii) which are required to be applied towards replacing, restoring and reinstating the relevant Property or (iii) which represent loss of rent insurance and, in the case of moneys relating to loss of rent insurance, all such payments and claims, under or arising from a Policy to which we are entitled to, should be paid into the following account [◆];
 - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Policies only in accordance with the written instructions given to you by the Security Agent from time to time other than moneys: (i) which are required to satisfy established liabilities to third parties which must be used to satisfy those liabilities, (ii) which are required to be applied towards replacing, restoring and reinstating the relevant Property or (iii) which represent loss of rent insurance and, in the case of moneys relating to loss of rent insurance, all such payments and claims, under or arising from a Policy to which we are entitled to, should be paid into the following account [◆];
 - (d) to comply with any written notice or instructions in any way relating to (or purporting to relate to) the Security Agreement, the sums payable to us from time to time under the Policies or the debts represented by them which you may receive from the Security Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction); and
 - (e) to send copies of all notices and other information given or received under the Policies to the Security Agent.

3. We irrevocably instruct you, with effect from the date of this notice, to note on the relevant Policies the Security Agent's interest as first loss payee of the Policies and the rights, remedies, proceeds and claims referred to above.
4. This notice may only be revoked or amended with the prior written consent of the Security Agent.
5. Please confirm by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us) that you agree to the above and that:
 - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
 - (b) you have not, at the date this notice is returned to the Security Agent, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy and you will notify the Security Agent promptly if you should do so in future;
 - (c) you will not permit any sums to be paid to us or any other person under or pursuant to the Policies without the prior written consent of the Security Agent; and
 - (d) you will not exercise any right to repudiate, rescind or cancel any Policy without giving 30 days' notice to the Security Agent.
6. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of
[NAME OF CHARGOR]

[*On copy*]

To: [◆]
as Security Agent
[ADDRESS]

Copy to: [NAME OF CHARGOR]

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph [5] in the above notice.

for and on behalf of
[◆]

Dated: [◆] 20[◆]

EXECUTION PAGES

THE CHARGORS

Executed as a deed by)
HPREF METS INVESTMENT)
LTD, a company incorporated in)
JERSEY, acting by)
_____,)
who, in accordance with the laws)
of that territory, is acting under the)
authority of the company in the)
presence of a witness:)

Signature in the name of the company
HPREF METS INVESTMENT LTD

Signature of authorised signatory

.....

Witness signature _____

Witness name _____
(block capitals)

Witness address _____

Address: 11-15 Seaton Place
St Helier
Jersey
JE4 0QH

Facsimile No: +44 20 3167 6111

Executed as a deed, by **METROPOLE**)
HOTELS (HOLDINGS) LIMITED by a)
director in the presence of a witness:)

Signature



Name (block capitals) **CHARLES RICHARD POWER**

Director

Witness signature



Witness name

(block capitals)

LEONIE SHIRARDI

Witness address



Address: Hilton London Metropole
225 Edgware Road
London
United Kingdom, W2 1JU

Facsimile No: +44 20 3167 6111

Executed as a deed by)
HPREF METS LONDON LTD)
by a director in the presence of a witness:)

Signature



Name (block capitals) CHARLES RICHARD POWER

Director

Witness signature



Witness name

(block capitals):

LEONIE SHIRARD

Witness address



Address: Hilton London Metropole
225 Edgware Road
London
United Kingdom, W2 1JU

Facsimile No: +44 20 3167 6111

Executed as a deed by)
HPREF METS BIRMINGHAM LTD)
by a director in the presence of a witness:)

Signature

Name (block capitals) **CHARLES RICHARD POWER**

Director

Witness signature

Witness name

(block capitals):

LEONIE SHIRARD

Witness address

Address: Hilton Birmingham Metropole
National Exhibition Centre
Birmingham
United Kingdom, B40 1PP

Facsimile No: +44 20 3167 6111

Executed as a deed by HPREF)
METS LONDON INVESTMENT LIMITED)
by a director in the presence of a witness:)

Signature.....

Name (block capitals) CHARLES RICHARD POWELL

Director

Witness signature

Witness name

(block capitals)

LEWIS SHIRARDI

Witness address

Address: Hilton London Metropole
225 Edgware Road
London
United Kingdom, W2 1JU

Facsimile No: +44 20 3167 6111

Executed as a deed by HPREF)
METS BIRMINGHAM INVESTMENT)
LIMITED by a director in the presence of a)
witness:

Signature..



Name (block capitals)CHARLES RICHARD POWER

Director

Witness signature



Witness name

(block capitals)

LEONIE SHIPARD

Witness address



Address: Hilton Birmingham Metropole
National Exhibition Centre
Birmingham
United Kingdom, B40 1PP

Facsimile No: +44 20 3167 6111

THE SECURITY AGENT

Signed by _____ for)
and on behalf of **AAREAL BANK AG:**)
Signature _____)
and

Signed by _____ for)
and on behalf of **AAREAL BANK AG:**)
Signature _____)

Address: CTM - TM 1
Paulinenstraße 15
65189 Wiesbaden
Germany

Fax: +49 611 348 3108

Attention: Petra Friedhofer (Quoting Finance Project Number 30817076)